Company's letterhead

The Chairman
The Myanmar Foreign Investment Commission
Yangon
The Republic of the Union of Myanmar

Date:

Subject: Proposal from the Promoter for a Project in Myanmar

Your Excellency,

Oceanic Communications Asia Limited (OCAL) promoted by Mr. Michael John Zino, was established in 2012 as a wholly owned subsidiary of Oceanic Communications Limited (OCL) under the Myanmar Company Act.

The main business activities of OCAL are production and distribution of vouchers, warehousing, logistics and delivery of vouchers and digital variable production.

GLOBAL PROFILE – OCEANIC GROUP

Established in 2007 and with operations in New Zealand, throughout the South Pacific and Myanmar, Oceanic specialize in

- ranging, sourcing and procuring mobile devices
- consumer electronics and IT
- value added sales, unique assembly and packaging of mobile handsets
- mobile SIM card network membership
- subscription packages and bundles to facilitate joining and membership of mobile networks,
- warehousing, distribution and bar code handling
- channel management and logistics
- merchandise handling
- statutory SIM card registration and collation services
- pre-paid electronic payment platform solutions and services.

Oceanic provide value added sales that develop communities, grow economies, social and communications infrastructure in partnership with leading companies in a wide range of industries.

Oceanic has expanded its operations with 19 offices and 12 warehouses across New Zealand, Papua New Guinea, Myanmar, Samoa, Tonga, Fiji and Vanuatu during the period. Within the Oceanic Group, it has over 200 accumulated years involvement and experience in telecommunications in national and international markets.

Oceanic recruits and distributes directly or indirectly to over 20,000 outlets across the South Pacific including street vendors, kiosk owners and small family owned stores, to larger retailers and wholesalers including but not exclusively: BP, Mobil, Carpenters, MH Supermarkets, Post PNG, Post Fiji, Woolworths, Foodstuffs, Dick Smith, the Warehouse, Noel Leeming, Warehouse Stationery and many others.

Also, Oceanic has maintained a number of key relationship and logistics Master Services Agreements with Mobile Network Operator partners in Caribbean, Central and South America and Europe.

OCEANIC COMMUNICATIONS (ASIA) LIMITED (OCAL)

OCAL was incorporated in 2012 as a service company in Myanmar. Its main business is to provide logistics and distribution services to mobile telecommunications companies in Myanmar. Further to this, OCAL won an international tender with Myanmar’s new mobile license holder. Accordingly, OCAL has signed a Logistics Master Services Agreement on 7 April 2014 as the logistics partner for an initial 3-year term.

Key facts about OCAL

- Establishing IT infrastructure and software applications to support business
- Initial recruiting under way for 100 local staff as direct employees, mainly in Yangon and Mandalay
- Approximately 1,000 local agents across Myanmar
- Currently leasing a 30,000 sq ft warehouse in Hlaing Thar Yar and negotiating a warehouse lease in Mandalay on similar terms
- Fitting out the Yangon warehouse to meet health safety and environment standards, including fire and security regulations.

BUSINESS PURPOSES OF THE INVESTMENT

OCAL is currently providing logistics and distribution services to mobile telecommunication companies in Myanmar. However, because it is a regular service company, there is a restriction on the importation of items; hence it is difficult to provide the required services and products to its client. In order to better serve customers and expand its business with regard to production, logistics, delivery, warehousing of vouchers and digital variable products to its clients in Myanmar, the company has decided to apply for an investment license with the Myanmar Investment Commission at this stage.

CAPITAL INVESTMENT AND EMPLOYMENT GENERATION BY THE COMPANY

The Company will be deploying a total investment of US$9.74 million for the project, all of which is proposed to be funded by the promoters by way of equity and loans during the 10-year investment period.

The investment will directly and indirectly create approximately 187 jobs. The investment will also develop a strong base of technically-skilled manpower that will have experience in working with global processes and practices.

COMMUNITY APPROACH

The Company pays the highest attention to corporate social responsibility, and multiple approaches will be employed for the best interests of both the community and the project. Corporate social responsibility has become one of the most important aspects of business today and is also a main concept that needs to be incorporated in an organization to ensure that it can compete with other global organizations. We believe that as the Company continues to grow, one aspect that will factor into its long-term success is good conditions for its workers and the community and as well as a positive organizational structure. The Company’s main aims are to minimize environmental pollutions and other adverse conditions, support the communities it works in as well as develop and improve its employee workforce.

CSR Contribution

The Company adopts an eco-friendly program by carrying out environmentally-friendly activities, environmental green management, and waste and recycling management to maintain the highest environmental standards both internally in the workplace and externally in the community.

Company’s letterhead

The Company believes it is their responsibility to support the local community and commit to allocating 2% of its net profit to corporate social responsibility projects in Myanmar.

FINANCIAL CONTRIBUTION

As projected, it is estimated that this project will contribute approximately US$2.22 million as tax liability (this is including the 5-year tax holiday as per the Foreign Investment Law).

We greatly appreciate your consideration and look forward to your favorable reply.

Yours faithfully,



Mr. Michael John Zino
Managing Director
Oceanic Communication (Asia) Limited

22 March 2016

Chairman
Myanmar Investment Commission
Myanmar

Undertaking for making tax payment

Oceanic Communication (Asia) Limited ("the Company") is located at No.3, West Shwe Gone Daing 2nd street, Bahan Township, Yangon. The Company is preparing to do the production, distribution of voucher and digital variable production; and other related services ("the Project"). The Company makes the following undertakings in relation to the Project:

a. The Company undertakes it will ensure that they will pay for the corporate income tax if any during the construction period

b. The Company undertakes it will make the payment for all kinds of taxes that the company will have to pay during the project

c. The Company undertakes it will make the payment of custom duty and other taxes occurred for the importation of the machinery and equipment after the construction period.

d. The Company undertakes it shall comply with all tax policies, laws, rules, regulations applied to company during the operation period.

Respectfully,

Mr. Michael John Zino
Managing Director
Oceanic Communication (Asia) Limited

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ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထ ပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FROREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

Form (1)

Proposal Form of Investor/Promoter for the investment to be made in the Republic of the Union of Myanmar

To,

Chairman

Myanmar Investment Commission

Reference No.
Date.

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars:-

1. The Investor's or Promoter's:-
   - (a) Name **Mr. Michael John Zino**
   - (b) Father's name **Salve Dominic Zino**
   - (c) ID No./National Registration Card No./Passport No. **LH957016**
   - (d) Citizenship **New Zealand**
   - (e) Address:
     - (i) Address in Myanmar **N/A**
     - (ii) Residence abroad **19 William Street, Hataitai Wellington, New Zealand**
   - (f) Name of principle organization **Oceanic Communications Limited**
   - (g) Type of business **Logistics, Delivery, Warehousing in Myanmar for Airtime and Mobile Handsets, Voucher Printing and Production Printing.**
   - (h) Principle company's address: **Level 10, 50 Manners Street Wellington 6011, New Zealand**

2. If the investment business is formed under Joint Venture, partners' :-
   - (a) Name **N/A**
   - (b) Father's name
   - (c) ID No./ National Registration Card No./Passport No.
   - (d) Citizenship
   - (e) Address:
     - (i) Address in Myanmar
     - (ii) Residence abroad

(f) Parent company ....

(g) Type of business ....

(h) Parent company's address:

....

Remark: The following documents need to attach according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy);
(2) National Registration Card (copy) and passport (copy);
(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

Refer to Section 2

3. Type of proposed investment business:-

(a) Manufacturing **Production and distribution of vouchers, warehouding, logistics and delivery of vouchers and digital variable production.**
ငွေဖြည့်ကဒ်များထုတ်လုပ်ခြင်း၊ဖြန့်ဖြူးခြင်း၊ ဒီဂျစ်တယ်ပစ္စည်းအမျိုးမျိုးထုတ်လုပ်ခြင်းနှင့် အခြားသက်ဆိုင်ရာဝန်ဆောင်မှုလုပ်ငန်းများ။

(b) Service business related with manufacturing **N/A**

(c) Service **N/A**

(d) Others ....

Remark: Expressions about the nature of business with regard to the above paragraph (3)

4. Type of business organization to be formed:-

(a) One hundred percent **See annex 1**

(b) Joint Venture:
(i) Foreigner and citizen ....

(ii) Foreigner and Government department/organization ....

(c) By contractual basis:
(i) Foreigner and citizen **N/A**

(ii) Foreigner and Government department/organization **N/A**

Remark: The following information needs to attach for the above Paragraph (4):-
(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors;
(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State;
(iii) Contract (Agreement) (Draft)

Refer to Section 2

5. Particulars relating to company incorporation

(a)	Authorized capital	**Ks. 100,000,000 (to be increased to US$ 5M)**
(b)	Type of share	**Ordinary of Kyat 1 each**
(c)	Number of shares	**100,000,000** Shares

Remark: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5. **Refer to section 2**

6. Particulars relating to capital of the investment business

		US$ (Million)	Kyat (million)
(a)	Amount/percentage of local capital to be contributed		
(b)	Amount/percentage of foreign capital to be brought in	**4.23**	**4,230**
(c)	Loan	**2.72**	**2,720**
	Total	**6.95**	**6,950**

(c) Annually or period of proposed capital to be brought in **10 years**

(d) Last date of capital brought in **2024**

(e) Proposed duration of investment **30 years with two extensions of 10-year each**

(f) Commencement date of construction **Since the issuance of MIC permit**

(g) Construction period **01 years from MIC approval date**

Remark: Describe with annexure if it is required for the above Para 6 (c)

7. Detail list of foreign capital to be brought in -

		Foreign Currency (US$ Million)	Loan (US$million)	Total (US$Million)
(a)	Foreign currency (Type and amount)	**0.13**	**2.72**	**2.85**
(b)	Machinery and equipment and value (to enclose detail list)	**3.84** **See Annex 3**		**3.84**
(c)	List of initial raw materials and value (to enclose detail list)	**0.26** **See Annex 4**		**0.26**

(d) Value of licence, intellectual property, industrial design, trade mark, patent rights, etc.	....	....	....
(e) Value of technical know-how	....	....	....
(f) Others	....	....	....
Total**	**4.23**	**2.72**	**6.95**

Remark: The evidence of permission shall be submitted for the above para 7 (d) and (e).
***Note: 1US$ = 1,000 Kyats**

8. Details of local capital to be contributed - **N/A**

	Kyat (Million)
(a) Amount	N/A
(b) Value of machinery and equipment (to enclose detail list)	N/A
(c) Rental rate for building/land	....
(d) Cost of building construction	....
(e) Value of furniture and assets (to enclose detail list)	....
(f) Value of initial raw material requirement (to enclose detail list)	....
(g) Others	....
Total	

9. Particulars about the investment business -

   (a) Investment location(s)/place **Hledan Centre 5th Floor, Pyay Road, Hledan Township, Yangon, Myanmar.**

   (b) Type and area requirement for land or land and building:

      (i) Location **See annex 5 b**

      (ii) Number of land/building and area ....

(iii) Owner of the land .... **See Annex 5b**

(aa) Name/company/department .... **Heldan Centre, Pyay Road, Hladan Township, Yangon, Myanmar**

(bb) National Registration Card No ....

(cc) Address ....

See Lease Agreement

(iv) Type of land .... **Office**

(v) Period of land lease contract .... **1 year + extension**

(vi) Lease period .... **See Lease Agreement** From .... To ( ) year

(vii) Lease rate ....

(aa) Land ....

(bb) Building ....

(viii) Ward ....

(ix) Township ....

(x) State/Region ....

(xi) Lessee ....

(aa) Name/ Name of Company/ Department ....

(bb) Father's name ....

(cc) Citizenship ....

(dd) ID No./Passport No. ....

(ee) Residence Address ....

Remark: Following particulars have to enclosed for above Para 9 (b)

(i) to enclose land map, land ownership and ownership evidences;

(ii) draft land lease agreement, recommendation from the Union Attorney General Office if the land is related to the State; **Refer to Section 2**

(c) Requirement of building to be constructed; **annex 5b**

(i) Type / number of building ....

(ii) Area ....

(d) Product to be produced/ Service ....

(1) Name of product ....

(2) Estimate amount to be produced annually ....

(3) Type of service ....

(4) Estimate value of service annually ....

Remark: Detail list shall be enclosed with regard to the above para 9 (d).

(e) Annual requirement of materials/ raw materials **N/A**

Remark: According to the above para 9 (e) detail list of products in terms of type of products, quantity, value, technical specifications for the production shall be listed and enclosed.

(f) Production system **N/A**

(g) Technology **N/A**

(h) System of sales **Domestic**

(i) Annual fuel requirement **See annex 6**
(to prescribe type and quantity)

(j) Annual electricity requirement **See annex 6**

(k) Annual water requirement **See annex 6**
(to prescribe daily requirement, if any)

10. Detail information about financial standing -

(a) Name/company's name **See annex 1**

(b) ID No./National Registration Card No./Passport No. **See annex 1**

(c) Bank Account No **Refer to section 2**

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10. **Refer to Section 2**

11. Number of personnel required for the proposed economic activity:- **See details in annex 7**

(a) Local personnel **98%** **183**

(b) Foreign experts and technicians **-** **2%** **4**
(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period)

Remark: As per para 11 the following information shall be enclosed: -

(i) Number of personnel, occupation, salary, etc;
(ii) Social security and welfare arrangements for personnel;
(iii) family accompany with foreign employee;

12. Particulars relating to economic justification: -

	Foreign Currency	Equivalent Estimated Kyat
(a) Annual income	**See annex 8**	....
(b) Annual expenditure	**See annex 8**	....
(c) Annual net profit	**See annex 8**	....
(d) Yearly investments	**See annex 9**	....
(e) Recoupment period	**See annex 10 & 11**	....
(f) Other benefits	....	....

(to enclose detail calculations)

13. Evaluation of environmental impact:- **See annex 12**

(a) Organization for evaluation of environmental assessment;

(b) Duration of the evaluation for environmental assessment;

(c) Compensation programme for environmental damages

(d) Water purification system and waste water treatment system;

(e) Waste management system;

(f) System for storage of chemicals

14. Evaluation on social impact assessments; **See annex 13**

(a) Organization for evaluation of social impact assessments;

(b) Duration of the evaluation for social impact assessments;

(c) Corporate social responsibility programme;

Signature ....

Name **Michael John Zino**

Designation **Managing Director**

(f) Parent company ....

(g) Type of business ....

(h) Parent company's address:

....

Remark: The following documents need to attach according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy);
(2) National Registration Card (copy) and passport (copy);
(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

Refer to Section 2

3. Type of proposed investment business:-

(a) Manufacturing **Production and distribution of vouchers, warehouding, logistics and delivery of vouchers and digital variable production.**

(b) Service business related with manufacturing **N/A**

(c) Service **N/A**

(d) Others ....

Remark: Expressions about the nature of business with regard to the above paragraph (3)

4. Type of business organization to be formed:-

(a) One hundred percent **See annex 1**

(b) Joint Venture:
(i) Foreigner and citizen ....

(ii) Foreigner and Government department/organization ....

(c) By contractual basis:
(i) Foreigner and citizen **N/A**

(ii) Foreigner and Government department/organization **N/A**

Remark: The following information needs to attach for the above Paragraph (4):-
(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors;
(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State;
(iii) Contract (Agreement) (Draft)

Refer to Section 2

5. Particulars relating to company incorporation

(a)	Authorized capital	**Ks. 100,000,000 (to be increased to US$ 5M)**
(b)	Type of share	**Ordinary of Kyat 1 each**
(c)	Number of shares	**100,000,000** Shares

Remark: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5. **Refer to section 2**

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		US$ (Million)	Kyat (million)
(a)	Amount/percentage of local capital to be contributed		
(b)	Amount/percentage of foreign capital to be brought in	**4.23**	**4,230**
(c)	Loan	**2.72**	**2,720**
	Total	**6.95**	**6,950**

(c) Annually or period of proposed capital to be brought in **10 years**

(d) Last date of capital brought in **2024**

(e) Proposed duration of investment **30 years with two extensions of 10-year each**

(f) Commencement date of construction **Since the issuance of MIC permit**

(g) Construction period **01 years from MIC approval date**

Remark: Describe with annexure if it is required for the above Para 6 (c)

7. Detail list of foreign capital to be brought in -

		Foreign Currency (US$ Million)	Equivalent Kyat (Million)
(a)	Foreign currency (Type and amount)	**0.13**	**130.00**
(b)	Machinery and equipment and value (to enclose detail list)	**3.84** See Annex 3	**3,838.13**
(c)	List of initial raw materials and value (to enclose detail list)	**0.26** See Annex 4	**260.00**

(d) Value of licence, intellectual property, industrial design, trade mark, patent rights, etc.	....	....
(e) Value of technical know-how	....	....
(f) Others	....	....
Total**	**4.23**	**4,230.00**

Remark: The evidence of permission shall be submitted for the above para 7 (d) and (e).
***Note: 1US$ = 1,000 Kyats**

8. Details of local capital to be contributed - **N/A**

	Kyat (Million)
(a) Amount	N/A
(b) Value of machinery and equipment (to enclose detail list)	N/A
(c) Rental rate for building/land	....
(d) Cost of building construction	....
(e) Value of furniture and assets (to enclose detail list)	....
(f) Value of initial raw material requirement (to enclose detail list)	....
(g) Others	....
Total	

9. Particulars about the investment business -

(a) Investment location(s)/place **Hledan Centre 5th Floor, Pyay Road, Hledan Township, Yangon, Myanmar.**

(b) Type and area requirement for land or land and building:

(i) Location **See annex 5 b**

(ii) Number of land/building and area ....

(iii) Owner of the land .... **See Annex 5b**

(aa) Name/company/department **Heldan Centre, Pyay Road, Hladan Township, Yangon, Myanmar**

(bb) National Registration Card No ....

(cc) Address ....

See Lease Agreement

(iv) Type of land **Office**

(v) Period of land lease contract **1 year + extension**

(vi) Lease period **See Lease Agreement** From .... To ( ) year

(vii) Lease rate ....

(aa) Land ....

(bb) Building ....

(viii) Ward ....

(ix) Township ....

(x) State/Region ....

(xi) Lessee ....

(aa) Name/ Name of Company/ Department ....

(bb) Father's name ....

(cc) Citizenship ....

(dd) ID No./Passport No. ....

(ee) Residence Address ....

Remark: Following particulars have to enclosed for above Para 9 (b)

(i) to enclose land map, land ownership and ownership evidences;

(ii) draft land lease agreement, recommendation from the Union Attorney General Office if the land is related to the State; **Refer to Section 2**

(c) Requirement of building to be constructed; **annex 5b**

(i) Type / number of building ....

(ii) Area ....

(d) Product to be produced/ Service ....

(1) Name of product ....

(2) Estimate amount to be produced annually ....

(3) Type of service ....

(4) Estimate value of service annually ....

Remark: Detail list shall be enclosed with regard to the above para 9 (d).

(e) Annual requirement of materials/ raw materials **N/A**

Remark: According to the above para 9 (e) detail list of products in terms of type of products, quantity, value, technical specifications for the production shall be listed and enclosed.

(f) Production system **N/A**

(g) Technology **N/A**

(h) System of sales **Domestic**

(i) Annual fuel requirement **See annex 6**
(to prescribe type and quantity)

(j) Annual electricity requirement **See annex 6**

(k) Annual water requirement **See annex 6**
(to prescribe daily requirement, if any)

10. Detail information about financial standing -

(a) Name/company's name **See annex 1**

(b) ID No./National Registration Card No./Passport No. **See annex 1**

(c) Bank Account No **Refer to section 2**

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10. **Refer to Section 2**

11. Number of personnel required for the proposed economic activity:- **See details in annex 7**

(a) Local personnel **98%** **183**

(b) Foreign experts and technicians - **2%** **4**
(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period)

Remark: As per para 11 the following information shall be enclosed: -

(i) Number of personnel, occupation, salary, etc;
(ii) Social security and welfare arrangements for personnel;
(iii) family accompany with foreign employee;

12. Particulars relating to economic justification: -

	Foreign Currency	Equivalent Estimated Kyat
(a) Annual income	**See annex 8**	....
(b) Annual expenditure	**See annex 8**	....
(c) Annual net profit	**See annex 8**	....
(d) Yearly investments	**See annex 9**	....
(e) Recoupment period	**See annex 10 & 11**	....
(f) Other benefits	....	....

(to enclose detail calculations)

13. Evaluation of environmental impact:- **See annex 12**

(a) Organization for evaluation of environmental assessment;

(b) Duration of the evaluation for environmental assessment;

(c) Compensation programme for environmental damages

(d) Water purification system and waste water treatment system;

(e) Waste management system;

(f) System for storage of chemicals

14. Evaluation on social impact assessments; **See annex 13**

(a) Organization for evaluation of social impact assessments;

(b) Duration of the evaluation for social impact assessments;

(c) Corporate social responsibility programme;

Signature ....

Name **Michael John Zino**

Designation **Managing Director**

Annex 1 - Corporate Information and Shareholding ratio details

Oceanic Communication (Asia) Limited

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thousands unless otherwise stated

Proposed Authorised capital	100 (to be increased to US$5M)
Proposed Issued capital	50,000.00
Proposed Paid up capital	28,244.00
Forms of business	100% foreign-owned
Types of business	Production, distribution of vouchers and digital variable production and other related services ငွေဖြည့်ကဒ်များထုတ်လုပ်ခြင်း၊ဖြန့်ဖြူးခြင်း၊ ဒီဂျစ်တယ်ပစ္စည်းအမျိုးမျိုးထုတ်လုပ်ခြင်းနှင့် အခြားသက်ဆိုင်ရာဝန်ဆောင်မှုလုပ်ငန်းများ။

Items	Oceanic Communications Limited	Oceanic Communications (New Zealand) Limited
Shareholder Representative	Michael John Zino	John McDonald Edmond
Father's name	Salve Dominic Zino	John Stephenson Edmond
NRC/Passport No.	LH957016	LA410863
Citizenships	New Zealand	New Zealand
Address in Myanmar	Pun Hlaing Golf Estate	Pun Hlaing Golf Estate
Address abroad	19 William Street, Hataitai Wellington, New Zealand	39 Hanover Street, Wadestown, Wellington, New Zealand
Occupations	Chief Executive Officer	Chief Financial Officer
Parent company's name	Oceanic Communications Limited	Oceanic Communications (New Zealand) Limited
Types of activities	Logistics, Delivery, Warehousing, Buying and Selling locally in Myanmar - Airtime and Mobile Handsets, Voucher Printing and Production	Logistics, Delivery, Warehousing, Buying and Selling locally in Myanmar - Airtime and Mobile Handsets, Voucher Printing and
Parent company's adrress	Wellington, New Zealand	Wellington, New Zealand
Bank acccount number	02-1269-0012033-125	02-1269-0011970-026
Shareholding ratio (%)	99%	1%

Annex 2 - Schedule of Capital Contribution

Oceanic Communciations Asia Limited
Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thousands unless otherwise stated

Total Investment Capital	6,950
- Equity contribution	4,230
- Loan	2,720

Year	Investment capital brought in schedule		Accumulated working capital	Schedule of investment capital brought in	
	In kinds (imports)	In cash (local purchase)		Equity	Loan
1	284	267	34		800
2	604	569	-	957	-
3	1,102	-	(6)	497	600
4	549	602	22	173	1,000
5	190	-	(5)	185	-
6	-	-	24	24	-
7	680	631	21	1,333	-
8	-	-	24	24	-
9	160	-	24	-	320
10	526	540	107	1,037	-
Total	**4,095**	**2,609**	**246**	**4,230**	**2,720**
		6,950			**6,950**

Investment schedule breakdown
Unit: USD thousands unless otherwise stated

No.	Items	Year 1	Year 2	Year 3	Year 4	Year 5
1	CAPEX					
2	Office equipment					
3	Motor Vehicles	200	-	160	-	160
4	Voucher Manufacturing Equipment		608	913	608	
5	Production Printing	360	540		540	
6	IT Software					
5	IT Hardware	12	12	12	12	12
6	Warehouse - Leasehold Assets	12	12	12	12	12
	Total investment amount	**584**	**1,173**	**1,097**	**1,173**	**184**

No.	Items	Year 6	Year 7	Year 8	Year 9	Year 10
1	CAPEX					
2	Office equipment					
3	Motor Vehicles	-	160	-	160	-
4	Voucher Manufacturing Equipment		608			608
5	Production Printing		540			540
6	IT Software	12	12	12	12	12
5	IT Hardware	12	12	12	12	12
6	Warehouse - Leasehold Assets					
	Total investment amount	**24**	**1,333**	**24**	**184**	**1,173**

Annex 2b - Loan Repayment Schedule

Oceanic Communication (Asia) Limited

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thousands unless otherwise stated

Interest rate: 10%

INTERCOMPANY DEBT AMORTIZATION SCHEDULE

Year	Beginning balance	Loan principle	Loan repayment	Ending balance	Interest
0	-		-		
1	-	800		800	241
2	800	-	(610)	190	252
3	190	600	-	790	261
4	790	1,000	-	1,790	345
5	1,790	-	-	1,790	386
6	1,790	-	-	1,790	386
7	1,790	-	-	1,790	386
8	1,790	-	-	1,790	386
9	1,790	320	-	2,110	386
10	2,110	-	-	2,110	405
TOTAL	-	**2,720**	**(610)**		**3,436**

Annex 3 - List of Machinery & Equipment

Oceanic Communications (Asia) Limited

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

SUMMARY OF THE IMPORTED MACHINERY AND EQUIPMENT

Unit: USD thousands unless otherwise stated

No.	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1	Voucher manufacture		519.80	912.93	519.80		
2	Transportation	200		160.00		160.00	
	Total	**200.00**	**519.80**	**1,072.93**	**519.80**	**160.00**	**-**

No.	Description	Year 7	Year 8	Year 9	Year 10	Sub- Total
1	Voucher manufacture	519.80			526	**2,998**
2	Transportation	160.00		160.00		**840**
	Total	**679.80**	**-**	**160.00**	**525.80**	**3,838**

Annex 3 - List of imported Machinery & Equipment

Oceanic Communications (Asia) Limited

Proposal of the Promoter to make Foreign Investment
in the Republic of the Union of Myanmar

Unit: USD thousands unless otherwise stated

No.	Description	Unit	Year 1			Year 2			Year 3			Year 4			Year 5		
			Quantity	**Price**	**Amount**	**Quantity**	**Price**	**Amount**	**Quantity**	**Price**	**Amount**	**Quantity**	**Price**	**Amount**	**Quantity**	**Price**	**Amount**
1	**Voucher Manufacture**							**519.80**			**912.93**			**519.80**			
	Koera Pakmat Mex					1	208.00	208.00	1	547.52	547.52	1	208.00	208.00			
	Atlantic Zeiser MX					1	150.00	150.00	1	360.01	360.01	1	150.00	150.00			
	Network Cabling					1							2.00	2.00			
	Electrical Install					1	2.00	2.00					2.00	2.00			
	Air flow piping (Koera Packmat and Atlantic Zeiser require compressed AIR)					1	2.00	2.00					2.00	2.00			
	Others							157.80						155.80			
2	**Transportation**				**200.00**						**160.00**						**160.00**
	Hyundai HD78 - Fully spec'ed with secure dry box	HD-78	4	40.00	160.00				4	40.00	160.00				4	40.00	160.00
	Other		1	40.00	40.00												

No.	Description	Unit	Year 6			Year 7			Year 8			Year 9			Year 10			Total
			Quantity	Price	Amount	Quantity	Price	Amount	Quantity	Price	Amount	Quantity	Price	Amount	Quantity	Price	Amount	
1	**Voucher Manufacture**							**519.80**									**525.80**	**2,998**
	Koera Pakmat Mex						208.00	208.00								208.00	208.00	
	Atlantic Zeiser MX						150.00	150.00								150.00	150.00	
	Network Cabling															2.00		
	Electrical Install						2.00	2.00								2.00	2.00	
	Air flow piping (Koera Packmat and Atlantic Zeiser require compressed AIR)						2.00	2.00								2.00	2.00	
	Others							157.80									163.80	
2	**Transportation**				**-**			**160.00**			**-**			**160.00**				**840**
	Hyundai HD78 - Fully spec'ed with secure dry box	HD-78				4	40.00	160.00				4	40.00	160.00				
	Other																	
																		3838.125

Annex 4 - List of Imported Raw Material

Oceanic Communication (Asia) Limited

Proposal of the Promoter to make Foreign Investment ithe Republic of the Union of Myanmar

Unit: USD thousands unless otherwise stated

No.	Description	Unit	Quantity	Year 1			Year 2			Year 3		
				Quantity	Price	Amount	Quantity	Price	Amount	Quantity	Price	Amount
1	Polipropylene 180mm	KILOS	3.28	1.64	3.11	5.10	1.64	3.11	5.10	-		-
2	Polipropylene 210mm	KILOS	10.72	5.36	3.11	16.66	5.36	3.11	16.66	-		
3	CR-80 Cards	Unit	37,280.56	7,456.11	0.004	29.57	7,456.11	0.004	29.57	7,456.11	0.004	29.57
4	White paper	Unit	9600	4800	0.0068	32.64	4800	0.007	32.64	-		
	Total					**83.98**			**83.98**			**29.57**

No.	Description	Unit	Quantity	Year 4			Year 5			Total
				Quantity	Price	Amount	Quantity	Price	Amount	Import
1	Polipropylene 180mm	KILOS	3.28	-		-	-		-	10.20
2	Polipropylene 210mm	KILOS	10.72	-			-			33.33
3	CR-80 Cards	Unit	37,280.56	7,456.11	0.004	29.57	7,456.11	0.004	29.57	147.87
4	White paper	Unit	9600	-						65.28
	Total					**29.57**			**29.57**	**256.69**

Annex 5 - Value of Annual Local Revenue (*)

Oceanic Communication (Asia) Limited

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thousands unless otherwise stated

Year	Items	Annual Estimated Sale	
		US$'000	Estimated Kyat Equivalent (In thousands)
1		**7,740.36**	**7,740,359.73**
	Card revenue	2,639.33	2,639,326.35
	Quantity ('000)	5,278.65	
	Sale price	0.50	
	Handset tailored service	4,694.85	4,694,849.17
	Fulfilment fee income	-	-
	Others	406.18	406,184.21
2	2	**21,429.71**	**21,429,714.97**
	Card revenue	10,614.58	10,614,583.27
	Quantity ('000)	21,229.17	
	Sale price	0.50	
	Handset tailored service	9,389.70	9,389,698.33
	Fulfilment fee income	-	-
	Others	1,425.43	1,425,433.37
3	3	**29,177.86**	**29,177,857.79**
	Card revenue	17,097.51	17,097,508.44
	Quantity ('000)	34,195.02	
	Sale price	0.50	
	Handset tailored service	9,389.70	9,389,698.33
	Fulfilment fee income	-	-
	Others	2,690.65	2,690,651.01
4	4	**35,618.90**	**35,618,902.76**
	Card revenue	22,087.08	22,087,079.77
	Quantity ('000)	44,174.16	
	Sale price	0.50	
	Handset tailored service	9,389.70	9,389,698.33
	Fulfilment fee income	-	-
	Others	4,142.12	4,142,124.66
5	5	**38,124.56**	**38,124,562.15**
	Card revenue	23,449.36	23,449,362.52
	Quantity ('000)	46,898.73	
	Sale price	0.50	
	Handset tailored service	9,389.70	9,389,698.33
	Fulfilment fee income	-	-
	Others	5,285.50	5,285,501.30

6	6	**40,318.61**	**40,318,606.04**
	Card revenue	24,895.67	24,895,667.89
	Quantity ('000)	49,791.34	
	Sale price	0.50	
	Handset tailored service	9,389.70	9,389,698.33
	Fulfilment fee income	-	-
	Others	6,033.24	6,033,239.82
7	7	**42,619.28**	**42,619,282.18**
	Card revenue	26,431.18	26,431,178.21
	Quantity ('000)	52,862.36	
	Sale price	0.50	
	Handset tailored service	9,389.70	9,389,698.33
	Fulfilment fee income	-	-
	Others	6,798.41	6,798,405.64
8	8	**45,486.23**	**45,486,231.52**
	Card revenue	28,061.40	28,061,395.44
	Quantity ('000)	56,122.79	
	Sale price	0.50	
	Handset tailored service	9,389.70	9,389,698.33
	Fulfilment fee income	-	-
	Others	8,035.14	8,035,137.74
9	9	**48,236.05**	**48,236,053.57**
	Card revenue	29,792.16	29,792,160.91
	Quantity ('000)	59,584.32	
	Sale price	0.50	
	Handset tailored service	9,389.70	9,389,698.33
	Fulfilment fee income	-	-
	Others	9,054.19	9,054,194.32
10	10	**51,221.87**	**51,221,867.34**
	Card revenue	31,629.68	31,629,676.21
	Quantity ('000)	63,259.35	
	Sale price	0.50	
	Handset tailored service	9,389.70	9,389,698.33
	Fulfilment fee income	-	-
	Others	10,202.49	10,202,492.79
Total		**359,973.44**	**359,973,438.04**
Estimated annual sale per year		**35,997.34**	**35,997,343.80**
No of year		10	

Annex 6 - Annual Consumption Requirements of Utility

Oceanic Communication (Asia) Limited

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: Ks thousands unless otherwise stated

Items	Name	Unit	Year 1	Year 2	Year 3	Year 4	Year 5
1	Electricity	Kwh	119,784.00	119,784.00	119,784.00	119,784.00	119,784.00
2	Water	Litre	173,600.00	173,600.00	173,600.00	173,600.00	173,600.00
3	Fuel	Litre	67,832.18	67,832.18	67,832.18	67,832.18	67,832.18

Items	Name	Unit	Year 6	Year 7	Year 8	Year 9	Year 10
1	Electricity	Kwh	119,784.00	119,784.00	119,784.00	119,784.00	119,784.00
2	Water	Litre	173,600.00	173,600.00	173,600.00	173,600.00	173,600.00
3	Fuel	Litre	67,832.18	67,832.18	67,832.18	67,832.18	67,832.18

**The above is for both Yangon and Mandalay*

Annex 7 - Schedule of personnel required for the proposed investment project

Oceanic Communication (Asia) Limited

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thousands unless otherwise stated

No. of employees at the end of each calendar year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
A. Total number of full time employees	**179**	**187**	**187**	**187**	**187**	**187**	**187**	**187**	**187**	**187**
1. Myanmar employees	175	183	183	183	183	183	183	183	183	183
Monthly salary scale (US$)	*200 - 500*	*200 - 500*	*200 - 500*	*200 - 500*	*200 - 500*	*200 - 500*	*200 - 500*	*200 - 500*	*200 - 500*	*200 - 500*
2. Expatriates employees	4	4	4	4	4	4	4	4	4	4
Monthly salary scale (US$)	*7,000 - 10,000*	*7,000 - 10,000*	*7,000 - 10,000*	*7,000 - 10,000*	*7,000 - 10,000*	*7,000 - 10,000*	*7,000 - 10,000*	*7,000 - 10,000*	*7,000 - 10,000*	*7,000 - 10,000*
3. Percentage of expatriates	**2%**	**2%**	**2%**	**2%**	**2%**	**2%**	**2%**	**2%**	**2%**	**2%**
4. Total salary cost (US$)	**826,688**	**989,720**	**1,070,061**	**1,067,391**	**1,070,061**	**1,067,391**	**1,070,061**	**1,067,391**	**1,070,061**	**1,067,391**
4.1 Expatriates Employees	380,000	480,000	480,000	480,000	480,000	480,000	480,000	480,000	480,000	480,000
4.2 Myanmar Employees (Based on Min Scale)	446,688	509,720	590,061	587,391	590,061	587,391	590,061	587,391	590,061	587,391

Breakdown in details by management vs non-managements

No. of employees at the end of each calendar year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
A. Total number of full time employees	**179**	**187**	**187**	**187**	**187**	**187**	**187**	**187**	**187**	**187**
1. Management	8	9	10	11	12	13	14	15	16	17
Monthly salary scale	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667
2. Non-management	171	178	177	176	175	174	173	172	171	170
Monthly salary scale	200-1,667	200-1,667	200-1,667	200-1,667	200-1,667	200-1,667	200-1,667	200-1,667	200-1,667	200-1,667

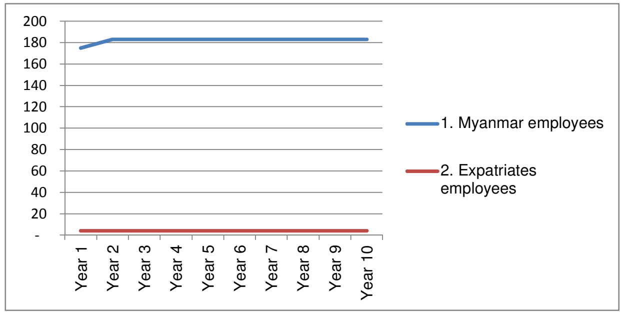
Breakdown in details by management vs non-managements in year 1

No. of employees at the end of year 2015	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
A. Total number of full time employees	**102**	**176**	**176**	**176**	**179**	**179**	**179**	**179**	**179**	**179**	**179**	**179**
1. Management	2	5	5	5	8	8	8	8	8	8	8	8
2. Non-management	100	171	171	171	171	171	171	171	171	171	171	171

Breakdown in details by management vs non-managements

No. of employees at the end of each calendar year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
A. Total number of full time employees - Corporate	**14**	**15**	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**
1. Management (General Manager)	8	9	10	11	12	13	14	15	16	17
Monthly Salary scale(US$ - Min-Max)	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667	2,500-11,667
2. Non-management (Administration staff, sales and marketing staff, supervisor)	6	6	6	6	6	6	6	6	6	6
Monthly Salary scale(US$ - Min-Max)	200-1,667	200-1,667	200-1,667	200-1,667	200-1,667	200-1,667	200-1,667	200-1,667	200-1,667	200-1,667
B. Total number of FTE - Finance	**5**	**5**	**5**	**5**	**5**	**5**	**5**	**5**	**5**	**5**
1. Management (Finance manager)	1	1	1	1	1	1	1	1	1	1
Monthly Salary scale(US$ - Min-Max)	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
2. Non-management (including accountant, secretery, finance officer)	4	4	4	4	4	4	4	4	4	4
Monthly Salary scale(US$ - Min-Max)	416 - 667	416 - 667	416 - 667	416 - 667	416 - 667	416 - 667	416 - 667	416 - 667	416 - 667	416 - 667

C. Total No. of full time employees - Services & Delivery	160	167	166	165	164	163	162	161	160	159
1.Project Management (warehouse supervisor, customer services manager)	1	1	1	1	1	1	1	1	1	1
Monthly Salary scale(US$ - Min-Max)	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167
2. Others (including warehouse staff, distributor)	159	166	165	164	163	162	161	160	159	158
Monthly Salary scale(US$ - Min-Max)	166 - 1,500	166 - 1,500	166 - 1,500	166 - 1,500	166 - 1,500	166 - 1,500	166 - 1,500	166 - 1,500	166 - 1,500	166 - 1,500
Total	**179**	**187**	**187**	**187**	**187**	**187**	**187**	**187**	**187**	**187**



Annex 8 - Income Statement for the existing activities

Oceanic Communication (Asia) Limited

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thoussandss unless otherwise stated

Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Gross revenue (*)	*3,568.59*	*4,920.27*	*4,804.72*	*4,723.23*	*4,723.23*	*4,723.23*	*4,723.23*	*4,723.23*	*4,723.23*	*4,723.23*
Fulfilment fee income	634.59	2,238.04	2,513.80	2,513.80	2,513.80	2,513.80	2,513.80	2,513.80	2,513.80	2,513.80
Other income	2,934.00	2,682.24	2,290.92	2,209.43	2,209.43	2,209.43	2,209.43	2,209.43	2,209.43	2,209.43
Commercial Tax	178.43	246.01	240.24	236.16	236.16	236.16	236.16	236.16	236.16	236.16
Net sale	**3,390**	**4,674**	**4,564**	**4,487**	**4,487**	**4,487**	**4,487**	**4,487**	**4,487**	**4,487**
Cost of sales	(1,831)	(3,004)	(4,586)	(4,605)	(4,632)	(4,663)	(4,699)	(4,738)	(4,782)	(4,830)
Gross profit	**1,559**	**1,671**	**(21)**	**(118)**	**(145)**	**(176)**	**(212)**	**(251)**	**(295)**	**(343)**
Operating expenses	**(648)**	**(646)**	**(681)**	**(679)**	**(681)**	**(679)**	**(681)**	**(679)**	**(681)**	**(679)**
Operating Profit	**911**	**1,025**	**(703)**	**(797)**	**(827)**	**(855)**	**(893)**	**(930)**	**(976)**	**(1,022)**
Interest	(241)	(252)	(261)	(345)	(386)	(386)	(386)	(386)	(386)	(405)
Depreciation & Amortisation	(134)	(117.2)	(109.0)	(104.0)	(100.6)	(98.2)	(96.3)	(94.9)	(93.7)	(92.8)
Income Before Corporate Income Tax Expense	**536**	**656**	**(1,073)**	**(1,245)**	**(1,314)**	**(1,340)**	**(1,376)**	**(1,411)**	**(1,456)**	**(1,520)**
Corporate Income Tax (25%)	133.90	163.93	(268.30)	(311.35)	(328.41)	(334.94)	(343.96)	(352.76)	(364.08)	(379.95)
INCOME (LOSS) FOR THE YEAR	**402**	**492**	**(805)**	**(934)**	**(985)**	**(1,005)**	**(1,032)**	**(1,058)**	**(1,092)**	**(1,140)**

Note: this is the income statement of the current existing business activities which is seperated from the investment

Annex 8 - Projected Income Statement

Oceanic Communication (Asia) Limited
Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar
Unit: USD thoussandss unless otherwise stated

Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Gross revenue (*)	*7,740*	*21,430*	*29,178*	*35,619*	*38,125*	*40,319*	*42,619*	*45,486*	*48,236*	*51,222*
Card revenues	2,639	10,615	17,098	22,087	23,449	24,896	26,431	28,061	29,792	31,630
Handset taloired service	4,695	9,390	9,390	9,390	9,390	9,390	9,390	9,390	9,390	9,390
Other income	406	1,425	2,691	4,142	5,286	6,033	6,798	8,035	9,054	10,202
Commercial Tax	387.02	1,071.49	1,458.89	1,780.95	1,906.23	2,015.93	2,130.96	2,274.31	2,411.80	2,561.09
Net sale	**7,353**	**20,358**	**27,719**	**33,838**	**36,218**	**38,303**	**40,488**	**43,212**	**45,824**	**48,661**
Cost of sales	(7,107)	(19,525)	(26,312)	(31,764)	(33,785)	(35,545)	(37,384)	(39,478)	(41,438)	(43,508)
Gross profit	**246**	**833**	**1,407**	**2,074**	**2,434**	**2,757**	**3,104**	**3,733**	**4,386**	**5,153**
Operating expenses	**(978)**	**(1,153)**	**(1,277)**	**(1,358)**	**(1,402)**	**(1,399)**	**(1,402)**	**(1,399)**	**(1,402)**	**(1,418)**
Operating Profit	**(732)**	**(320)**	**130**	**716**	**1,032**	**1,358**	**1,702**	**2,334**	**2,984**	**3,735**
Interest	(241)	(252)	(261)	(345)	(386)	(386)	(386)	(386)	(386)	(405)
Depreciation & Amortisation	(170)	(250.1)	(394.0)	(480.2)	(476.8)	(509.3)	(522.2)	(495.4)	(321.8)	(92.8)
Income Before Corporate Income Tax Expense	**(1,143)**	**(822)**	**(525)**	**(109)**	**168**	**462**	**793**	**1,452**	**2,276**	**3,237**
Corporate Income Tax						115.55	198.34	363.10	568.92	809.29
INCOME (LOSS) FOR THE YEAR	**(1,143)**	**(822)**	**(525)**	**(109)**	**168**	**347**	**595**	**1,089**	**1,707**	**2,428**
CSR contribution (2%)	-	-	-	-	3.4	6.9	11.9	21.8	34.1	48.6
Dividend paid					82.5	169.9	291.6	533.8	836.3	1,189.7
RETAINED EARNINGS	**(1,143.0)**	**(821.8)**	**(525.4)**	**(108.6)**	**82.5**	**339.7**	**583.1**	**1,067.5**	**1,672.6**	**2,379.3**

Note:
(*) - please refer to annex 8c for the details

Annex 8b - Sale breakdown

Oceanic Communication (Asia) Limited
Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar
Unit: USD thoussandss unless otherwise stated

Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Gross revenue (*)	**18,873.12**	**52,694.14**	**73,466.01**	**89,667.46**	**94,826.40**	**99,870.14**	**105,240.20**	**111,436.91**	**117,761.20**	**124,571.93**
Card/voucher	*2,639.33*	*10,614.58*	*17,097.51*	*22,087.08*	*23,449.36*	*24,895.67*	*26,431.18*	*28,061.40*	*29,792.16*	*31,629.68*
Quantity	5,278.65	21,229.17	34,195.02	44,174.16	46,898.73	49,791.34	52,862.36	56,122.79	59,584.32	63,259.35
Sale price	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Handset	*4,694.85*	*9,389.70*	*9,389.70*	*9,389.70*	*9,389.70*	*9,389.70*	*9,389.70*	*9,389.70*	*9,389.70*	*9,389.70*
Quantity	2,086.60	3,793.82	3,448.93	3,135.39	2,850.35	2,591.23	2,355.66	2,141.51	1,946.83	1,769.84
Sale price	2.25	2.48	2.72	2.99	3.29	3.62	3.99	4.38	4.82	5.31
Fulfilment services	*634.59*	*2,238.04*	*2,513.80*	*2,513.80*	*2,513.80*	*2,513.80*	*2,513.80*	*2,513.80*	*2,513.80*	*2,513.80*
Quantity	192.88	1,316.49	1,834.89	2,011.04	2,224.60	2,440.58	2,674.25	2,957.41	3,264.67	3,591.14
Sale price	3.29	1.70	1.37	1.25	1.13	1.03	0.94	0.85	0.77	0.70
Other income	*3,340.19*	*4,107.67*	*4,981.57*	*6,351.56*	*7,494.93*	*8,242.67*	*9,007.84*	*10,244.57*	*11,263.63*	*12,411.92*
Quantity	170.09	553.83	990.79	1,675.78	2,247.47	2,621.34	3,003.92	3,622.28	4,131.81	4,705.96
Sale price	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Fixed charge	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Commercial Tax	943.66	2,634.71	3,673.30	4,483.37	4,741.32	4,993.51	5,262.01	5,571.85	5,888.06	6,228.60
Net sale	**17,929.46**	**50,059.43**	**69,792.71**	**85,184.09**	**90,085.08**	**94,876.63**	**99,978.19**	**105,865.06**	**111,873.14**	**118,343.34**

Annex 8 – Details of goods/services provided

1) Card/Voucher Manufacture

Manufacture vouchers or airtime top up cards for mobile network operators (airtime top up) or vouchers (gift) for retail outlets. Revenue is price of top up or voucher card multiplied by quantity and can vary with quantity.

2) Handset tailored service

A tailored service provided to a mobile network operators B2B/SME customers who receive a mobile handset selected from a catalogue or web site. The handset is fulfilled with a Sim and often an SD memory card loaded, along with customised packaging (customer name) delivered to customer's office.

The transaction flow (Note connection to Fulfilment service for handsets and Sim cards above)

- Mobile network operator B2B / SME customer selects handset from websit or catalogue
- OCAL will pick up the handset from the mobile network operator's suppliers
- OCAL fulfils handset inserting Sim card to handset, personalised collateral and memory card, handset delivered to customer's place of work. Components serial numbers, MSISDNs and ICCIDs scanned and tracked for inventory and billing.
- Network operator billed for the cost of handset and fulfilment services

3) Fulfilment Service

Fulfilment service is a simple manufacture process for

1. Customer Starter Packs containing a Sim card and customer registration form (refer (1) registration service) bundled into a cardboard sleeve.
2. Handsets where a mobile network operators Sim, marketing collateral and sometimes memory card are inserted into a handset before dispatch to a mobile operators customer
3. Other permutations like bundling can also occur

Fulfilment service fee is based on the manufacture process and the complexity and varies with volume.

4) Others: including

4.1. Warehouse Service

Provide mass storage and inventory management of specialised telecommunications products requiring multiple serial coding layers

4.2. Delivery Service

OCAL delivers customer’s orders from warehouses located in Yangon and Mandalay to a customer’s distributors or customers stores. OCAL charges a mixture of fixed and variable fees for delivery services

နောက်ဆက်တွဲ ၈ - ထုတ်လုပ်မည့်ကုန်ပစ္စည်းများ/ ဆောင်ရွက်မည့် ဝန်ဆောင်မှုလုပ်ငန်းများ

(၁) ကတ်/voucher များထုတ်လုပ်ခြင်း

မိုဘိုင်းလ်ကွန်ရက်လုပ်ငန်းဆောင်ရွက်သူများအတွက် voucher များ သို့မဟုတ် ဖုန်းအသုံးပြုချိန်အတွက် ငွေဖြည့်ကတ်များ (ဖုန်းအသုံးပြုချိန်အတွက်ငွေဖြည့်ခြင်း) သို့မဟုတ် လက်လီအရောင်းဆိုင်များအတွက် voucher (gift) များကို ထုတ်လုပ်မည်ဖြစ်ပါသည်။ ဝင်ငွေသည် ငွေဖြည့်ကတ် သို့မဟုတ် voucher ကတ်များ ၏ဈေးနှုန်းနှင့်အဆိုပါကတ်များအရေအတွက်၏ပြောင်းလဲနှင့်ညီမျှသော ပမာဏဖြစ်မည်ဖြစ်ပြီး အရေအတွက်ပေါ် မူတည်၍ ပြောင်းလဲနိုင်သည်။

(၂) Handset တစ်ခုချင်းစီအတွက်ဆောင်ရွက်ပေးမည့်ဝန်ဆောင်မှု

Catalogue သို့မဟုတ် ဝက်ဘ်ဆိုက်တစ်ခုမှရွေးချယ်ထားသော မိုဘိုင်းလ် Handset တစ်ခုကို လက်ခံရရှိထားသော မိုဘိုင်းလ်ကွန်ရက်လုပ်ငန်းဆောင်ရွက်သည့် B2B/SME customer များအား သက်ဆိုင်ရာ ဝန်ဆောင်မှုများကို ဆောင်ရွက်ပေးမည်ဖြစ်ပါသည်။ Handset တွင် Sim card ထည့်သွင်းပြီး အများအားဖြင့် SD memory card ပါထည့်သွင်းပေးကာ (သက်ဆိုင်ရာ customer ၏အမည်) ဖြင့် ထုတ်ပိုးပြီး customer ၏ ရုံးခန်းသို့ ပို့ဆောင်ပေးမည်ဖြစ်ပါသည်။

လုပ်ငန်းဆောင်ရွက်ပုံ (မှတ်ချက်- အထက်ဖော်ပြပါ handset များ နှင့် Sim card များအတွက်

- မိုဘိုင်းလ်ကွန်ရက်လုပ်ငန်းဆောင်ရွက်သည့် B2B/SME customer များက ဝက်ဘ်ဆိုက် သို့မဟုတ် catalogue တစ်ခုမှ Handset ကို ရွေးချယ်ပါမည်။
- ကုမ္ပဏီက မိုဘိုင်းလ်ကွန်ရက်လုပ်ငန်းဆောင်ရွက်သူ၏ supplier များထံမှ အဆိုပါ Handset ကို ယူဆောင်ပါမည်။
- ကုမ္ပဏီက Sim card၊ personalized collateral နှင့် memory card များကို Handset သို့ထည့်သွင်းခြင်း၊ အဆိုပါ Handset ကို customer ၏အလုပ်လုပ်ရာနေရာသို့ ပေးပို့ခြင်းဟူသည့် fulfillment ဝန်ဆောင်မှုလုပ်ငန်းများကို ဆောင်ရွက်ပါမည်။
- Components serial number များ၊ MSISDN များ နှင့် ICCID များကို မှတ်တမ်းတင်ရန်နှင့် billing အတွက် စစ်ဆေးမှတ်တမ်းတင်ပါမည်။
- Handset fulfillment ဝန်ဆောင်မှုလုပ်ငန်းများအတွက် ကျသင့်ငွေကို Network operator ထံမှ တောင်းခံပါမည်။

(၃) Fulfillment ဝန်ဆောင်မှုလုပ်ငန်း

Fulfillment ဝန်ဆောင်မှုလုပ်ငန်းသည် အောက်ဖော်ပြပါပစ္စည်းများအတွက် ရိုးရှင်းသည့်ထုတ်လုပ်မှုလုပ်ငန်းစဉ် ဖြစ်ပါသည်။

၁။ ကတ်ထူပြားဖြင့်ထုတ်ပိုးထားသော Sim Card နှင့် customer မှတ်ပုံတင်ပုံစံ (မှတ်ပုံတင်ဝန်ဆောင်မှု လုပ်ငန်းတွင် ကြည့်ရှုပါ။) တို့ပါဝင်သည့် Customer Starter Pack များအတွက်

၂။ မိုဘိုင်းလ်ကွန်ရက်လုပ်ငန်းဆောင်ရွက်သူများထံသို့ မပို့ဆောင်မီ မိုဘိုင်းလ်ကွန်ရက်လုပ်ငန်း ဆောင်ရွက်သူ ၏ Sim၊ marketing collateral နှင့် တစ်ခါတရံ memory card များကို ထည့်သွင်းထားသည့် Handset များ အတွက်

၃။ အခြားစုစည်းဆောင်ရွက်ချက်များအတွက်

Fulfillment ဝန်ဆောင်ခကို ထုတ်လုပ်မှုလုပ်ငန်းစဉ် နှင့် ရှုပ်ထွေးမှု နှင့် လုပ်ဆောင်ရသည့်ဆောင်ရွက်ချက် များပမာဏအပေါ် မူတည်၍ ကောက်ခံပါမည်။

(၄) အခြားဝန်ဆောင်မှုလုပ်ငန်းများ

၄.၁။ ကုန်ပစ္စည်းသိုလှောင်ခြင်းဆိုင်ရာဝန်ဆောင်မှု

Multiple serial coding layer များလိုအပ်သော အထူးစီမံထားသည့် ဆက်သွယ်ရေးဆိုင်ရာဝန်ဆောင်မှု လုပ်ငန်းများအတွက် သိုလှောင်ရန်နေရာစီစဉ်ပေးခြင်း နှင့် inventory management ဆောင်ရွက်ခြင်း၊

၄.၂။ ပို့ဆောင်ပေးသည့်ဝန်ဆောင်မှု

ကုမ္ပဏီသည် customer ၏အမှာများကို ရန်ကုန်မြို့ နှင့် မန္တလေးမြို့တို့ရှိ ကုန်လှောင်ရုံများမှ customer ၏ ဖြန့်ဖြူးသူများ သို့မဟုတ် customer ၏ အရောင်းဆိုင်များသို့ ပို့ဆောင်ပေးမည် ဖြစ်ပါသည်။ ကုမ္ပဏီသည် ပို့ဆောင်ရေးဝန်ဆောင်မှုအတွက် သတ်မှတ်ထားသည့် ၊ ဈေးနှုန်းအပြောင်းအလဲရှိနိုင်သည့် ဝန်ဆောင်ခကို ကောက်ခံမည်ဖြစ်ပါသည်။

Annex 9 - Cash Flow Statement

Oceanic Communication (Asia) Limited
Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thousands unless otherwise stated

Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
FROM OPERATING ACTIVITIES:										
Operating profit	(1,143)	(822)	(525)	(109)	168	347	595	1,089	1,707	2,428
Depreciation of CAPEX	170	250	394	480	477	509	522	495	322	93
Changing in working capital	34	(609)	327	22	8	159	21	(3)	226	107
Net Cash (used in) provided by Operating Activities	**(939)**	**(1,180)**	**196**	**393**	**653**	**1,015**	**1,139**	**1,582**	**2,255**	**2,627**
FROM INVESTING ACTIVITIES:										
Capital Expenditures	(584.4)	(1,172.8)	(1,096.9)	(1,172.8)	(184.4)	(24.4)	(1,332.8)	(24.4)	(184.4)	(1,172.8)
Office equipment (furniture, fixtures,..)				-	-	-	-	-	-	-
Office equipment										
Change in working capital										
Net Cash used in Investing Activities	**(584.4)**	**(1,172.8)**	**(1,096.9)**	**(1,172.8)**	**(184.4)**	**(24.4)**	**(1,332.8)**	**(24.4)**	**(184.4)**	**(1,172.8)**
FROM FINANCING ACTIVITIES										
Equity contribution	-	957.0	496.9	172.8	184.6	24.0	1,332.8	24.4	-	106.6
Intercompany loan drawdown	800.0	-	600.0	1,000.0	-	-	-	-	320.0	-
Loan repaid		(610)	-	-	-	-	-	-	-	-
Dividends paid	-	-	-	-	(82.5)	(169.9)	(291.6)	(533.8)	(836.3)	(1,189.7)
Interest income										
Interest expense	(240.8)	(251.8)	(261.4)	(344.8)	(386.4)	(386.4)	(386.4)	(386.4)	(386.4)	(405.1)
Net Cash (used in) provided by Financing Activities	**559.2**	**95.2**	**835.5**	**828.0**	**(284.3)**	**(532.3)**	**654.8**	**(895.8)**	**(902.7)**	**(1,488.1)**
NET INCREASE (DECREASE) IN CASH	**(963.7)**	**(2,257.9)**	**(65.9)**	**48.5**	**184.0**	**458.5**	**460.7**	**661.6**	**1,167.9**	**(33.6)**
CASH AT BEGINNING OF THE YEAR	**705.6**	**(258.1)**	**(2,516.0)**	**(2,581.9)**	**(2,533.4)**	**(2,349.3)**	**(1,890.9)**	**(1,430.2)**	**(768.5)**	**399.4**
CASH AT END OF THE YEAR	**(258.1)**	**(2,516.0)**	**(2,581.9)**	**(2,533.4)**	**(2,349.3)**	**(1,890.9)**	**(1,430.2)**	**(768.5)**	**399.4**	**365.8**

Annex 10 - IRR Calculation

Oceanic Communication (Asia) Limited
Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Unit: USD thousands unless otherwise stated

	Year	Net operatimg profit	Depreciation	Investment	Interest	Net Cash Flow	Cumulated Cash Flow	DF at a%	PV	DF at b%	PV
1	1	(1,143.0)	170.5	(550.5)	240.8	(1,282.2)	(1,282.2)	1.000	(1,282)	1.000	(1,282)
2	2	(821.8)	250.1	(1,172.8)	251.8	(1,492.7)	(2,774.9)	0.893	(1,333)	0.885	(1,321)
3	3	(525.4)	394.0	(1,102.5)	261.4	(972.5)	(3,747.4)	0.797	(775)	0.783	(762)
4	4	(108.6)	480.2	(1,151.1)	344.8	(434.7)	(4,182.2)	0.712	(309)	0.693	(301)
5	5	168.3	476.8	(189.6)	386.4	842.0	(3,340.2)	0.636	535	0.613	516
6	6	346.7	509.3	-	386.4	1,242.4	(2,097.8)	0.567	705	0.543	674
7	7	595.0	522.2	(1,311.3)	386.4	192.3	(1,905.4)	0.507	97	0.480	92
8	8	1,089.3	495.4	-	386.4	1,971.1	65.6	0.452	892	0.425	838
9	9	1,706.7	321.8	(160.0)	386.4	2,255.0	2,320.6	0.404	911	0.376	848
10	10	2,427.9	92.8	(1,066.1)	405.1	1,859.6	4,180.2	0.361	671	0.333	619
		3,735.1	3,712.9	(6,703.8)	3,436.0	4,180.2	(12,763.6)	A=	111	B=	(78)

IRR	**12.6%**
Recoupment Period	**8 years**

IRR =a+(b-a)*A/(A-B)

12.6%

Where as : a = 12%, b=13%

Annex 11 - Recoupment Period

Oceanic Communication (Asia) Limited

Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar

Year	NPAT	Depreciation	Interest	Investment	Change in working capital	Net cash	Cumulated Net Cash
1	(1,143)	170	241	(551)	-	(1,282)	(1,282)
2	(822)	250	252	(1,173)	-	(1,493)	(2,775)
3	(525)	394	261	(1,102)	-	(973)	(3,747)
4	(109)	480	345	(1,151)	-	(435)	(4,182)
5	168	477	386	(190)	-	842	(3,340)
6	347	509	386	-	-	1,242	(2,098)
7	595	522	386	(1,311)	-	192	(1,905)
8	1,089	495	386	-	-	1,971	66
9	1,707	322	386	(160)	-	2,255	2,321
10	2,428	93	405	(1,066)	-	1,860	4,180

Recoupment Period: 8 years

Annex 12 – Social Impact Assessment

1. Employees

Job creation

The Myanmar people will benefit greatly from the project's planned, well-structured and proven training program.

The project will create direct employment of around 200 people for over the first 10 years of investment period and support activities like security and cleaning. This will develop a strong base of technically skilled manpower working with its global processes and practices.

Human resources development plan

Our staffing plan will be in full compliance with the Foreign Investment Law (November 2012) and its amendment with respect to training local employees with the aim of employing such employees at technical, skilled and management levels.

Health and Safety

Our health and safety practices and procedures ensure that we will provide and strive to consistently maintain a clean, healthy and safe working environment based on the standard business practices from the Oceanic Group

2. Communities

The Company pays the highest attention to corporate social responsibility, and multiple approaches will be employed for the best interests of both the community and the project. The Corporate Social Responsibility sector becomes one of the most important concepts in today business and also main concepts in becoming and competing with the other global organizations. We believe that as the company continues to grow the long-term successful business is based on the human condition and as well as the positive organization structure. Our main issue is to minimize the environments pollutions, conditions, support the communities and develop and improve the employee workforce. Our slogan is to provide each of the business with more eco-friendly, safe and sound in the work place, and improve the workforce in the workplace.

CSR Contribution

2.1. Disaster Charity Program

We always try to maintain a positive contribution in our environment and also advantage to our planet in the future. We will set you our fund for charity donations to various environmental program and also donations to all natural disaster and incidents.

2.2. Education and Training Program

We always provide our people with the special programs to boost (upgrade) our existing resources and capabilities. All employees will undergo proper professional training for their respective trades before reporting for duty. Machines will be handled by trained and qualified operators only. General workers will have the chance to advance to skill worker through on-site or off-field training when they have achieved the necessary skill set.

Contribution to Eco-friendly Programs

We always adapt eco-friendly program by contributing environmental friendly activities, environmental green management, and waste and recycle management to maintain the highest environmental standards in both internal workplace and external out force.

3. Financial contribution

As projected plan, it is estimated that the Company will pay tax revenue to the Myanmar government over a 10-year period of approximately US$ 2.22 million (this is including the 5-year tax holiday as per the Foreign Investment Law).

Company's letterhead

22 March 2016

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

Fire prevention system

Dear Sir,

We shall implement a standard protocol on fire prevention, to ensure the Health and Safety of our employees.

The following requirements shall apply to the following:

- all new employees shall be given induction training on fire prevention and emergency evacuation procedures;
- the responsible manager shall have emergency plans and evacuation instructions in place;
- all escape routes and assembly points shall be posted and clearly visible at all times;
- the location of flammable and explosive materials shall be identified in the site emergency plan;
- blocking and storage of combustible, flammable and explosive materials in escape routes (including under stairwells) is strictly forbidden;
- in the event of a fire, all work shall immediately be stopped and the alarm raised;
- all staff shall be made aware of assembly points;
- in case of fire the area shall immediately be evacuated to pre-arranged assembly points;

Very truly yours,

Mr. Michael John Zino
Managing Director

Company's letterhead

22 March 2016

The Chairman
Myanmar Investment Commission
Yangon
Republic of the Union of Myanmar

Corporate Social Responsibility

Dear Sir,

We refer to our proposal regarding the Corporate Social Responsibility (CSR) of Oceanic Communications Asia Limited

CSR is a crucial aspect of our business. It is about maintaining the necessary controls to minimize risks, while creating positive impacts for our stakeholders and our activities.

The Company pays the highest attention to corporate social responsibility, and multiple approaches will be employed for the best interests of both the community and the project. The Corporate Social Responsibility sector becomes one of the most important concepts in today business and also main concepts in becoming and competing with the other global organizations. We believe that as the company continues to grow the long-term successful business is based on the human condition and as well as the positive organization structure. Our main issue is to minimize the environments pollutions, conditions, support the communities and develop and improve the employee workforce.

We will contribute those commitments and project by allocating 2% of our profit in support of CSR project and initiatives in Myanmar.

Very truly yours,

Mr. Michael John Zino
Managing Director
Oceanic Communications Asia Limited

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ၂၄၃ အက်ဖ်စီ / ၂၀၁၂-၂၀၁၃

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ အိုရှန်းနစ်ခ် ကွန်မြူနီ ကေးရှင်း (အာရှ) လီမိတက် အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၂ နှစ်၊ ဒီဇင်ဘာ လ၊ ၅ ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ဝန်ဆောင်မှု
SERVICES

(အောင်နိုင်ဦး)
ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. 243 FC of 2012-2013

I hereby certify that OCEANIC COMMUNICATIONS (ASIA) LIMITED is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Given under my hand at Nay Pyi Taw this FIFTH day of DECEMBER, TWO THOUSAND AND TWELVE.

(AUNG NAING OO)
DIRECTOR GENERAL
Directorate of Investment and Company Administration

ဤကုမ္ပဏီမှတ်ပုံတင် လက်မှတ်သည် (၅-၁၂-၁၂) မှ (၄-၁၂-၁၅) ရက်နေ့ အထိ (၃)နှစ် သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်းမကုန်ဆုံးမီ (၃) လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထားရမည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နန်းရီရီသန်း၊ ညွှန်ကြားရေးမှူး)

0 12201

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : Oceanic Communications (Asia) Ltd.

Presented by : Mr. Bryan Russell Lilley
General Manager

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
Mr. Michael John Zino	New Zealand P.P- No. LA383482	19 William Street, Hataitai Wellington New Zealand.		Managing Director
Mr. John McDonald Edmond	New Zealand P.P- No. LA410863	39 Hanover Street, Wadestown, Wellington New Zealand.		Director
Mr. David John Borrill	British Citizen P.P-No. 518196487	14 Doon Grove, Papakowhai, Porirua 5024, New Zealand.		Reassigned as Business Development Manager w.e.f 30.10.2014
Mrs. Lynne Marie Borrill	New Zealand P.P-No.LN875899	14 Doon Grove, Papakowhai, Porirua 5024, New Zealand.		Retired from Administration Manager w.e.f 30.10.2014
Mr. Josiah Malakai Russel	Vanuatuan P.P-No.RV023815	No. 17A, Jasmine Grove, Pun Hlaing Golf Estate, Hlaing Thar Yar Township, Yangon, Myanmar.		Myanmar Operations Manager
Mr. Bryan Russell Lilley	New Zealand P.P-No.LA667289	No. 2, Fairview Grove, Pun Hlaing Golf Estate, Hlaing Tharyar Township, Yangon, Myanmar.		General Manager
Daw Lay Lay Myint	Myanmar 12/ Ba Ta Hta (N) 010325	No. 33, A2-B2, 52 Street, Botataung Township, Yangon, Myanamr.		Appointed as Finance Manager w.e.f. 30.10.2014

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Oceanic Communications (Asia) Limited

Signature ....

Designation ..General Manager..

Bryan Lilley
General Manager
Oceanic Communications (Asia) Limited

Dated this ..30.10.2014..

Form (26)

Oceanic Communications (Asia) Limited
148 B DhammaZedi Road
Bahan Township
Yangon
Republic of the Union of Myanmar

Tuesday, 22 March 2016

THE BOARD OF DIRECTORS RESOLUTION

MEETING HELD ON [DATE] AT No.3, West Shwe Gone Daing, 2nd Street, Bahan Township, Yangon, Myanmar.

The undersigned hereby certifies that the following resolution was approved by the Board of Directors of Oceanic Communications (Asia) Limited (the Company).

RE: AMENDMENT OF THE BUSINESS OBJECTIVES OF THE COMPANY

Resolution:

WHEREAS all the Directors have determined that it is in the best interests of the Company to increase the business activities of the Company

From

- All kinds of agency business, technical consultants, business consultants, management consultants and advisory services.
- Business of printing and publishing.
- Business of feasibility study on new projects, projects formulation, project appraisal and project evaluation.
- Business of installation, maintenance and renovation of electrical and electronic goods.

To

- Production and distribution of vouchers, warehousing, logistics and delivery of vouchers and digital variable production

RESOLVED THAT the business activities of the Company in Yangon be amended and the Directorate of Investment and Company Administration (DICA) be notified accordingly.

IN WITNESS of the above, the Board of Directors does hereby confirm the above on the date written below.

Dated this ____ __day of ____________________, 2015

As certified by the Board of Directors of Oceanic Communications (Asia) Limited

____
MANAGING DIRECTOR
Mr. Michael John Zino

____
DIRECTOR
Mr. John McDonald Edmond

Oceanic Communications (Asia) Limited
148 B DhammaZedi Road
Bahan Township
Yangon
Republic of the Union of Myanmar

Tuesday, 22 March 2016

To
Director General
Directorate of Investment and Company Administration,
The Ministry of National Planning and Economic Development,
Yangon, the Republic of Union of Myanmar

Dear Sir,

Subject: **Amending in the business activities**

We are pleased to inform you that our Company "Oceanic Communications (Asia) Limited" (the Company)" holding registration number: 243FC/ 2012-2013 has been providing the services activities in the Republic of the Union of Myanmar.
We would like to increase our business activities

From

- All kinds of agency business, technical consultants, business consultants, management consultants and advisory services.
- Business of printing and publishing.
- Business of feasibility study on new projects, projects formulation, project appraisal and project evaluation.
- Business of installation, maintenance and renovation of electrical and electronic goods.

To

- Production and distribution of vouchers, warehousing, logistics and delivery of vouchers and digital variable production

We do hereby undertake that our Company is not doing any trading activities and industrial business activities in the Republic of the Union of Myanmar.

DRAFT

We thank you in advance for your prompt approval of our amended business activities and kind co-operation in this regard.
If further details are required, please contact with us without any hesitation.

Yours faithfully,

Mr. Michael John Zino
Managing Director of Oceanic Communications (Asia) Limited
CC: Office Master File

DRAFT

Oceanic Communications (Asia) Limited
148 B DhammaZedi Road
Bahan Township
Yangon
Republic of the Union of Myanmar

Tuesday, 22 March 2016

To
Director General
Directorate of Investment & Company Administration
Ministry of National Planning & Economic Development
Government of the Union of Myanmar
Yangon

Date: 2015

Dear Sirs,

Subject: Submission of the application for amending business activities

We are submitting the following documents for amending the Company's business activities:-

1. Board of Directors resolution;
2. Business activities letter Myanmar and English version
3. Receipt for K 7500/-(original and duplicate) being the required filing fee.

Kindly acknowledge receipt.

Yours faithfully,

Managing Director Name: Mr. Michael John Zino
For and on behalf of
Company Name: Oceanic Communications (Asia) Limited

DRAFT

မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

အိုရှန်းနစ်ခ် ကွန်မြူနီကေးရှင်း (အာရှ) လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

AND

Articles of Association

OF

OCEANIC COMMUNICATIONS (ASIA) LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

အိုရှန်းနစ်ခ် ကွန်မြူနီကေးရှင်း (အာရှ) လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

✣✣✣✣✣✣

၁။ ကုမ္ပဏီ၏ အမည်သည် အိုရှန်းနစ်ခ် ကွန်မြူနီကေးရှင်း (အာရှ) လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်း ဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ် မ.တည် ငွေရင်းသည် ကျပ် ၁၀၀,၀၀၀,၀၀၀/-(ကျပ် သန်းတစ်ရာတိတိ) ဖြစ်၍ ငွေကျပ် ၁ (တစ် ကျပ်တိတိ)တန် အစုရှယ်ယာပေါင်း (၁၀၀,၀၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်း ချက်များနှင့် အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့် နိုင်ခွင့် လျှော့ချ နိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

(၂)

<u>ဝန်ဆောင်မှု လုပ်ငန်းရည်ရွယ်ချက်</u>

၁။ နိုင်ငံတော် အစိုးရက ခွင့်ပြုထားသော အောက်ဖော်ပြပါ ဝန်ဆောင်မှုလုပ်ငန်းများကို မိမိတစ်ဦးတည်းဖြစ်စေ၊ မည်သည့်ပြည်တွင်း၊ ပြည်ပပုဂ္ဂိုလ်များနှင့် ဖက်စပ်၍ဖြစ်စေ လုပ်ကိုင်ဆောင်ရွက်ရန်။

(က) အေဂျင်စီလုပ်ငန်းအမျိုးမျိုး၊ ကျွမ်းကျင်မှုအတိုင်ပင်ခံများ၊ လုပ်ငန်းအတိုင်ပင်ခံများ၊ အုပ်ချုပ်မှုအတိုင်ပင်ခံများနှင့် အကြဲပေး ဝန်ဆောင်မှုလုပ်ငန်းများ။

(ခ) ပုံနှိပ်ထုတ်ဝေခြင်းလုပ်ငန်း။

(ဂ) စီမံကိန်းသစ်များ၌ ဖြစ်မြောက်နိုင်စွမ်း ရှိ–မရှိ လေ့လာခြင်း၊ စီမံကိန်းပုံစံများ ချမှတ်ခြင်း၊ စီမံကိန်းကုန်ကျစရိတ်ခန့်မှန်းခြင်းနှင့် တန်ဖိုးတွက်ချက်ခြင်းလုပ်ငန်းများ။

(ဃ) လျှပ်စစ်နှင့် အီလက်ထရောနစ်ကုန်ပစ္စည်းများ တပ်ဆင်ခြင်း၊ ပြုပြင်ခြင်းနှင့် မွမ်းမံတည်ဆောက်ခြင်းလုပ်ငန်းများ။

၂။ ကုမ္ပဏီမှ သင့်တော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလ အလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ် ခွင့်ပြုထားခြင်း ရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာ စုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၊ အမည်။ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ယူသည့် အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	Oceanic Communications Limited Level 10, 50 Manners Street Wellington 6011 New Zealand Incorporated in New Zealand Represented By Mr. David Borrill	Reg. No. 1912753 PP-No. 501181037	99%	
2.	Oceanic Communications (New Zealand) Limited. Level 10, 50 Manners Street Wellington 6011 New Zealand Incorporated in New Zealand Represented By Mr. David Borrill	Reg. No. 2210202 PP-No. 501181037	1%	

ရန်ကုန်။ နေ့စွဲ။ ၂၀၁၂ ခုနှစ်၊ နိုဝင်ဘာ လ၊ ၆ ရက်။

အထက်ပါ လက်မှတ်ရှင်များသည် ကျွန်ုပ်၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်၊

Saw Yu Mar Nyo
Certified Public Accountant
CPA Reg. No. 609

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

အိုရှန်းနစ်ခ် ကွန်မြူနီကေးရှင်း (အာရှ) လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းများနှင့် လိုက်လျောညီထွေ မဖြစ်သည့် စည်းမျဉ်းများမှ အပ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ က ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ ပုဒ်မ ၁၇(၂)တွင်ဖော်ပြထားသည့် မလိုက်နာမနေရ စည်းမျဉ်းများသည် ကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုး သက်ရောက် စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာ ကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒိဗင်ချာ သို့မဟုတ် ဒိဗင်ချာစတော့(ခ်) တစ်ခုခုအတွက် ငွေထည့်ဝင်ရန် အများပြည်သူတို့ အား ကမ်းလှမ်းခြင်း မပြုလုပ်ရန် တားမြစ်ထားသည်။

မ.တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ် မ.တည် ငွေရင်းမှာ ကျပ် ၁၀၀,၀၀၀,၀၀၀/-(ကျပ် သန်းတစ်ရာတိတိ) ဖြစ်၍ ငွေကျပ် ၁ (တစ် ကျပ်တိတိ)တန် အစုရှယ်ယာပေါင်း (၁၀၀,၀၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိ တရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်း ချက်များနှင့် အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့် နိုင်ခွင့် လျှော့ချ နိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်၊ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက်အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကိုခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ်ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (2) ဦးထက်မနည်း (5) ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည် -

(၁) Mr. Michael John Zino (Director)

(၂)Mr.John McDonald Edmond (Director)

(၃)

(၄)

(၅)

တို့ဖြစ်ကြပါသည်။

ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ စည်းကမ်းချက်များဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာ ဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ --

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်၊

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှားသော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အလျှော့သဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ ရှိ၍ နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ပေးရန်။

(၃) ဤကုမ္ပဏီက ရရှိထားသော အခွင့်အရေးများ သို့မဟုတ် [illegible] အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် [illegible] သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံလက်မှတ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ [illegible] တစ်စိတ်တစ်ဒေသ [illegible] အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း [illegible] ထုတ်ပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ လက်မှတ်များဖြင့် ထုတ်ပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်၊

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးမြောက်အောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်းကောင်း၊ အဆိုပါ ပုဂ္ဂိုလ်တို့၏ တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌ လည်းကောင်း သင့်လျော်သလို ဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါ ကိစ္စရပ်များတွက် ကုမ္ပဏီ၏ မည်သည့် အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကို ဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်တစ်ဦးမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ် တတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး ဖဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ် ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့် ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံ ထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး ခိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင် သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်း များ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၄င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ် တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော ငြင်းသည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မတည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန် အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်း သာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာ နှစ်၏ အမြတ်ငွေမှ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ငွေများမှ အမြတ်ဝေစုကို ခွဲဝေပေးရမည်။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူမှုကိုလိုက်စဉ်းအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည် ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များ ဆိုင်ရာ ဥပဒေ စည်းမျဉ်းများနှင့် အနေအထားငွေ များကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း ဆောင်ရွက်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်း ကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၄။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၅။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာ များကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်၌မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျှော်ကြေး

၂၆။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင် တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် ဆန့်ကျင်သော ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ ဆောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ပေးကြွေးမြီတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့် ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၇။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာ တွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအရ အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာဆောင်ရွက်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာ စုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၊ အမည်။ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ယူသူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	Oceanic Communications Limited Level 10, 50 Manners Street Wellington 6011 New Zealand Incorporated in New Zealand Represented By Mr. David Borrill	Reg. No. 1912753 PP-No. 501181037	99%	
2.	Oceanic Communications (New Zealand) Limited. Level 10, 50 Manners Street Wellington 6011 New Zealand Incorporated in New Zealand Represented By Mr. David Borrill	Reg. No. 2210202 PP-No. 501181037	1%	

ရန်ကုန်။ နေ့စွဲ။ ၂၀၁၂ခုနှစ်၊ နိုဝင်ဘာ လ၊ ၆ ရက်။

အထက်ပါ လက်မှတ်ရှင်များသည် ကျွန်ုပ်၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်၊

Saw Yu Mar Nyo
ertified Public Accountant
CPA Reg. No. 609

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

OF

OCEANIC COMMUNICATIONS (ASIA) LIMITED

The name of the Company is **Oceanic Communications (Asia) Limited.**

The registered office of the Company will be situated in the Republic of the Union of Myanmar.

The objects for which the Company is established are as on the next page.

The liability of the members is limited.

The authorized capital of the Company is Ks.100,000,000/-(Kyats One Hundred Million Only.) divided into (100,000,000) shares of Ks.1(Kyat One) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

(2)

Objective of Services

To Carry on the following services permitted by the Government. solel on its own or in join-venture with any foreign or local partners.

(a) All kinds of agency business. technical consultants. business consultants. management consultants and advisory services.

(b) Business of printing and publishing.

(c) Business of feasibility study on new projects. projects formulation. project appraisal and project evaluation.

(d) Business of installation. maintenance and renovation of electrical and electronic goods.

To borrow money for the benefit of the Company's business from any person. firm. company. bank or financial organization in the manners that the Company shall think fit.

VISO - Provided that the Company shall not exercise any of the above objects whether in the union of Myanmar or elsewhere save in so far as it may be entitled so as to do in accordance with the laws. Orders and Notifications in force from time and then only subject to such permission and or approval as may be prescribed by the Laws. Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C. /P/P No.	Number of shares taken	Signatures
1.	Oceanic Communications Limited Level 10, 50 Manners Street Wellington 6011 New Zealand Incorporated in New Zealand Represented By Mr. David Borrill	Reg. No. 1912753 PP-No. 501181037	99%	[signature]
2.	Oceanic Communications (New Zealand) Limited. Level 10, 50 Manners Street Wellington 6011 New Zealand Incorporated in New Zealand Represented By Mr. David Borrill	Reg. No. 2210202 PP-No. 501181037	1%	[signature]

Yangon. Dated 6th the day of November 2012.

It is hereby certified that the persons mentioned above put their signatures in my presence.

Saw Yu Mar Nyo
Certified Public Accountant
CPA Reg. No. 609

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

OF

OCEANIC COMMUNICATIONS (ASIA) LIMITED

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1. The regulations contained in Table "A" in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17(2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

   (1) *The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.*

   (2) *Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

CAPITAL AND SHARES

3. The Authorised capital of the Company is Ks. 100,000,000 /- (Kyats One Hundred Million Only) divided into (100,000,000) shares of Kyat 1/- (Kyat One Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (5).

The First Directors shall be: -

(1) Mr. Michael John Zino (Director)
(2) Mr.John McDonald Edmond (Director)
(3)
(4)
(5)

The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

Any Director may at any time summon a meeting of Directors.

1. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*

(2) *all sales and purchases of goods by the Company;*

(3) *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

1. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

2. The Directors shall provide for the safe custody of the Seal and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

3. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

4. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

✣ ✣ ✣ ✣

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C. /P.P No.	Number of shares taken	Signatures
1.	Oceanic Communications Limited Level 10, 50 Manners Street Wellington 6011 New Zealand Incorporated in New Zealand Represented By Mr. David Borrill	Reg. No. 1912753 PP-No. 501181037	99%	
2.	Oceanic Communications (New Zealand) Limited. Level 10, 50 Manners Street Wellington 6011 New Zealand Incorporated in New Zealand Represented By Mr. David Borrill	Reg. No. 2210202 PP-No. 501181037	1%	

Yangon. Dated 6th the day of November 2012.

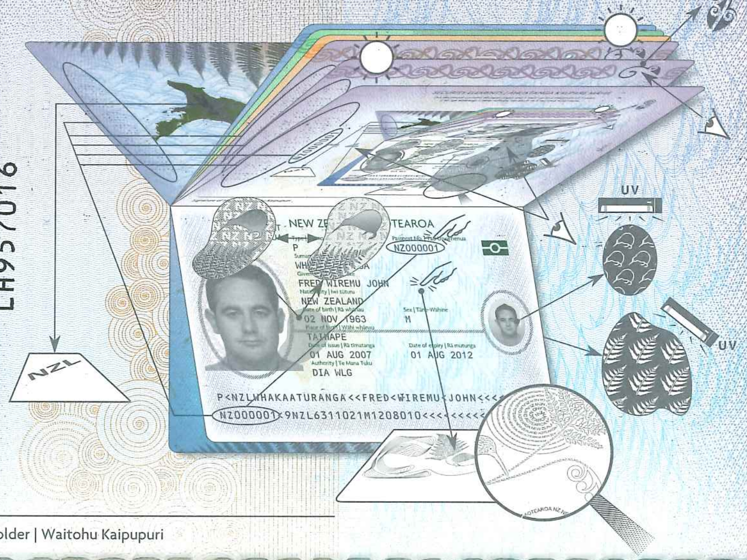
It is hereby certified that the persons mentioned above put their signatures in my presence.

Saw Yu Mar Nyo
Certified Public Accountant
CPA Reg. No. 609

SECURITY ELEMENTS | ĀHUATANGA KAUPARE MĀHIE

This document contains 48 paper pages and is valid up to a maximum of 5 years.
E 48 ngā whārangi o tēnei tuhinga, tae atu ki te 5 tau tōna whai mana.

LH957016



Signature of Holder | Waitohu Kaipupuri



PASSPORT
URUWHENUA

NEW ZEALAND | AOTEAROA

Type | Momo: P
Country | Whenua: NZL
Passport No. | Tau Uruwhenua: LH957016
Surname | Ingoa whānau: ZINO
Given names | Ingoa ake: MICHAEL JOHN
Nationality | Iwi tūturu: NEW ZEALAND
Date of birth | Rā whānau: 09 DEC 1953
Sex | Tāne-Wahine: M
Place of birth | Wāhi whānau: WELLINGTON
Date of issue | Rā tīmatanga: 07 NOV 2014
Date of expiry | Rā mutunga: 07 NOV 2019
Authority | Te Mana Tuku: DIA WLG



P<NZLZINO<<MICHAEL<JOHN<<<<<<<<<<<<<<<<<<<<<<

LH957016<8NZL5312098M1911079<<<<<<<<<<<<<<00

SECURITY ELEMENTS | ĀHUATANGA KAUPARE MĀHIE

This document contains 48 paper pages and is valid up to a maximum of 5 years.
E 48 ngā whārangi o tēnei tuhinga, tae atu ki te 5 tau tōna whai mana.

LA4103863



PAGE 3

Signature of Holder | Waitohu Kaipupuri

PASSPORT
URUWHENUA

NEW ZEALAND | AOTEAROA



Type | Momo
P

Country | Whenua
NZL

Passport No. | Tau Uruwhenua
LA410863

Surname | Ingoa whānau
EDMOND

Given names | Ingoa ake
JOHN MCDONALD

Nationality | Iwi tūturu
NEW ZEALAND

Date of birth | Rā whānau
10 APR 1964

Sex | Tāne-Wahine
M



Place of birth | Wāhi whānau
INVERCARGILL

Date of issue | Rā tīmatanga
29 SEP 2010

Date of expiry | Rā mutunga
29 SEP 2015

Authority | Te Mana Tuku
DIA WLG

P<NZLEDMOND<<JOHN<MCDONALD<<<<<<<<<<<<<<<<<<<

LA410863<7NZL6404105M1509290<<<<<<<<<<<<<<02

Constitution

of

Oceanic Communications Limited

Date

TERRY NOWLAND
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P O Box 170, Wellington
Tel: 64 4 499 5171 ~ Fax: 64 4 499 5181

Contents

Constitution of Oceanic Communications Limited

1. Interpretation

1.1 Definitions

In this Constitution, unless the context otherwise requires:

Act means the Companies Act 1993;

Board means Directors who number not less than the required quorum acting together as the board of directors of the Company;

Class means a class of Shares having attached to them identical rights, privileges, limitations and conditions;

Company means Oceanic Communications Limited;

Constitution means this constitution, as altered from time to time;

Director means a person appointed as a director of the Company;

Group means a Group of Shares;

Group of Shares means the Group A Shares or the Group B Shares as the case may require;

Group A Director or **Group B Director** means a person who has been appointed as a Director by the holders of a majority of the Group A Shares or the Group B Shares, as the case may require;

Group A Shares and **Group B Shares** mean the Shares referred to in clause 3.1

Interested has the meaning set out in section 139 of the Act (and **Interest** shall be interpreted accordingly);

Interest Group has the meaning set out in section 116 of the Act;

Joint Venture Agreement means an agreement between Facey Europe Limited and Oceanic Holdings (International) Limited and the Company dated the 27th day of June 2007 relating to the provision of telecom related products and services to the Digicel Network.

Ordinary Resolution means a resolution passed by a simple majority of the votes of Shareholders entitled to vote and voting on the resolution.

Personal Representative means:

(a) in relation to a deceased individual Shareholder, the executor, administrator or trustee of the estate of that Shareholder;

(b) in relation to a bankrupt individual Shareholder, the assignee in bankruptcy of that Shareholder; and

(c) in relation to any other individual Shareholder, a person appointed or deemed to have been appointed to administer property under the Protection of Personal and Property Rights Act 1988, a manager appointed or deemed to have been appointed thereunder, and a donee of an enduring power of attorney complying with that Act;

Representative means a person appointed as a proxy or representative under clause 21 or a Personal Representative;

Share means a share issued, or to be issued, by the Company;

Shareholder means a person whose name is entered in the share register as the holder for the time being of one or more Shares;

Special Resolution means a resolution passed by a majority of 70% or more of the votes of those Shareholders entitled to vote and voting on the resolution a majority of 70% or more of the votes cast by the holders of each Group of Shares;

Treasury Stock means Shares which have been acquired by the Company and are held by the Company as treasury stock in accordance with the Act.

1.2 Construction

In this Constitution, unless the context otherwise requires:

(a) the headings appear as a matter of convenience and shall not affect the construction of this Constitution;

(b) in the absence of an express indication to the contrary, references to clauses or paragraphs are to clauses and paragraphs of this Constitution;

(c) a reference to any statute, statutory regulations or other statutory instrument includes the statute, statutory regulations or instrument as from time to time amended or re-enacted or substituted;

(d) the singular includes the plural and vice versa and one gender includes the other genders;

(e) the words **written** and **writing** include facsimile communications and any other means of communication resulting in permanent visible reproduction;

(f) the word **person** includes any association of persons whether corporate or unincorporate, and any state or government or department or agency thereof, whether or not having separate legal personality;

(g) words or expressions defined in the Act have the same meaning in this Constitution.

2. Companies Act 1993

The Company, the Board, each Director and each Shareholder have the rights, powers, duties and obligations set out in the Act except to the extent that they are negated or modified by the Constitution.

3. Rights attaching to Shares

The Ordinary Shares at the date of the Constitution have been issued at an issue price of $1.00 per ordinary Share and are divided into the following Groups, each of which constitutes a separate Class:

(a) Group A Shares comprising the 50 shares held or to be held by Facey Europe Limited; and

(b) Group B Shares comprising the 50 shares held or to be held by Oceanic Holdings (International) Limited.

Except as expressly provided in this Constitution, all the Group A Shares and the Group B Shares have the same rights and privileges and are subject to the same restrictions and shall in particular confer on the holders the rights set out below:

(a) the right to receive notice of, and attend, every meeting of the Shareholders;

(b) the right to vote at a meeting of the Shareholders on any resolution, including any resolution to:

  (i) appoint or remove a Director or auditor; or

  (ii) adopt a constitution; or

  (iii) alter the Company's constitution; or

  (iv) approve a major transaction; or

  (v) approve an amalgamation of the Company under section 221 of the Act; or

  (vi) put the Company into liquidation.

(c) subject to the rights of Shares which confer special rights as to dividends, the right to an equal share in dividends authorised by the Board on a per Share basis;

(c) the right to receive an offer to acquire New Shares as set out in clause 5; and

(d) subject to the rights of Shares which confer special rights as to surplus assets, the right to an equal share in the distribution of the surplus assets of the Company on a per Share basis.

4. Issue, consolidation, subdivision and repurchase of Shares

4.1 Issue of New Shares

Subject to clause 5, the Board may, with the approval of the Shareholders by Special Resolution, issue further Shares in the Company (including different Classes of Shares) which:

(a) rank equally with, or in priority to, existing Shares; or

(b) have deferred, preferred or other special rights or restrictions, whether as to voting rights or distributions or otherwise; or

(c) confer preferential rights to distributions of capital or income; or

(d) confer special, limited or conditional voting rights; or

(e) do not confer voting rights; or

(f) are redeemable in accordance with section 68 of the Act.

4.2 Consolidation and subdivision of Shares

The Board may, with the approval of Shareholders by Special Resolution:

(a) consolidate and divide the Shares or Shares of any Class in proportion to those Shares or the Shares in that Class; or

(b) subdivide the Shares or Shares of any Class in proportion to those Shares or the Shares in that Class.

4.3 Bonus issues

The Board may, with the approval of Shareholders by Special Resolution, resolve to apply any amount which is available for distribution to Shareholders either:

(a) in paying up in full Shares or other securities of the Company to be issued credited as fully paid to:

(i) the Shareholders who would be entitled to that amount if it were distributed by way of dividend, and in the same proportions; and

(ii) if applicable, the holders of any other securities of the Company who are entitled by the terms of issue of those securities to participate in bonus issues by the Company, whether at the time the bonus issue is made to the Shareholders, or at some time later, in accordance with their respective entitlements; or

(b) in paying up any amount which is unpaid on any Shares held by the Shareholders referred to in paragraph (a)(i),

or partly in one way and partly in the other.

4.4 Shares in lieu of dividends

The Board may, with the approval of Shareholders by Special Resolution, exercise the right conferred by section 54 of the Act to issue Shares to any Shareholders who have agreed to accept the issue of Shares, wholly or partly, in lieu of proposed dividends or proposed future dividends.

4.5 Share repurchases

The Company may purchase or otherwise acquire Shares issued by it from one or more Shareholders and hold its own Shares.

5. Pre-emptive rights on issue of New Shares

5.1 Pre-emptive rights

All Shares proposed to be issued or transferred by the Company must be offered for acquisition in the manner set out in this clause 5 to the existing Shareholders, except to the extent that the terms of any Shares already issued do not entitle the holders of those Shares to receive an offer or to the extent that the existing Shareholders unanimously resolve who the Shares are to be issued or transferred to.

5.2 Pro rata entitlements

Subject to the following sub-clauses (a) and (b), all new Shares offered for acquisition pursuant to clause 5.1 (**New Shares**) must be offered to the existing Shareholders in proportion to the number of Shares held:

(a) if any existing Shares do not have rights to receive an offer to acquire New Shares or have special or disproportionate rights to receive an offer to acquire New Shares, the offer to acquire New Shares must be made in accordance with the relative proportionate entitlements of all Shareholders; and

(b) fractional entitlements to New Shares must be disregarded.

5.3 Offer notice

The offer must be made by written notice, specifying:

(a) the number, Class and terms of the New Shares offered, including the number of New Shares to which the offeree is entitled;

(b) the issue price and payment conditions; and

(c) the date (being not less than 14 days nor more than 28 days after the date of the written notice) by which the offeree must give an acceptance notice in writing to the Company containing the details set out in clause 5.4.

5.4 Acceptance Notices

Each Acceptance Notice must state whether or not the offeree wishes to purchase:

(a) the offeree's entitlement or some lesser number of New Shares; and

(b) any New Shares offered to, but declined by, other offerees (**Declined New Shares**) and if so what number.

5.5 Contingent entitlements

If, and to the extent that, offerees do not, within the period referred to in clause 5.3, accept the offer, their entitlements to Declined New Shares will be used for satisfying the requests for the Declined New Shares upon the basis that the Declined New Shares not claimed by the holders of Shares in a particular Group will be allocated first to the other holders of Shares in that Group who have requested Declined New Shares, in proportion to their existing holdings in that Group, and thereafter to the holders of Shares in the other Group who have requested Declined New Shares in proportion to their existing holdings in that Group, but no Shareholder will be allocated more Declined New Shares than the number requested by that Shareholder.

5.6 Treasury Stock

The provisions of this clause 5 also apply to the transfer of Shares held by the Company in itself as if the transfer was an issue of New Shares by the Company.

6. Alteration of Shareholders' rights

6.1 Special Resolution required

Any action affecting the rights, privileges, limitations or conditions attached to any Shares by this Constitution, the Act, or the terms on which of the Shares were issued, must be approved by Special Resolution of each Interest Group.

6.2 Meetings of Interest Groups

The provisions of this Constitution relating to meetings of Shareholders shall apply to separate meetings of the Shareholders in each Interest Group, except that the necessary quorum shall be a Shareholder or Shareholders or their Representatives holding or representing the holders of not less than one third of the Shares of the relevant Interest Group. Any Shareholder in the Interest Group present in person or by Representative may demand a poll.

6.3 Issue of further Shares

The issue of further Shares ranking equally with, or in priority to, existing Shares whether as to voting rights, distribution or otherwise, is deemed not to be an action affecting the rights attaching to the existing Shares of that Class provided the issue is made in accordance with clause 5 of this Constitution.

7. Share certificates

7.1 Issue of Share certificates

The Company may issue Share certificates in respect of all or any Shares and must, within 20 working days after receiving an application by a Shareholder, send to that Shareholder a Share certificate, in accordance with section 95 of the Act.

7.2 Replacement Share certificates

The Company:

(a) may issue a replacement certificate for any Share certificate that is worn out or defaced; and

(b) shall issue a replacement Share certificate for one that has been lost or destroyed,

subject to satisfactory proof of that fact, payment of the reasonable expenses of the Company and, if so required by the Board, an appropriate indemnity being given to the Company.

8. Calls on Shares

8.1 Board's power

The Board may, by notice in writing to a Shareholder or Shareholders, make calls in respect of all moneys unpaid on Shares and which are not, by the terms applicable to the Shares, payable at fixed times. The Board may revoke or postpone a call before payment is received.

8.2 Liability to pay

Each relevant Shareholder shall be liable (jointly and severally in the case of joint Shareholders) to pay, in accordance with the relevant notice, every call and shall remain liable to do so notwithstanding the subsequent transfer of the relevant Shares.

8.3 Differential calls

The Board may, at the time of issue of any Shares, differentiate between the holders as to the amount of calls to be paid and the time of payment.

8.4 Instalments

The Board may determine that a call is payable by instalments.

8.5 Time call is made

A call shall be deemed to have been made at the time the resolution of the Board authorising the call was passed.

8.6 Interest on overdue amounts

A call not paid when due shall bear interest from the due date to the date of actual receipt by the Company at the rate fixed in the notice of call or the terms applicable to the relevant Shares or, if there is no such rate, as the Board determines. The Board may waive payment of interest wholly or in part.

8.7 Unpaid instalments

Any amount payable on issue of a Share or on any fixed date or as an instalment of a call shall be deemed to be a call and if not paid, the provisions of this clause 8 and clauses 9 and 10 shall apply as if that sum had become payable by the making of a call.

8.8 Calls in advance

The Board may, in its discretion, receive any moneys uncalled and unpaid upon any Shares in advance of its due date and, may pay interest on the amount received at such rate (if any) and on such terms as the Board determines.

8.9 Evidence

In any proceedings for the recovery of moneys due in respect of any call a statutory declaration by a Director or any other person authorised by the Board that:

(a) the name of the Shareholder is entered in the Share register as the holder (or one of the holders) of the relevant Shares;

(b) the resolution making the call is recorded in the records of the Company; and

(c) notice of the call was sent to the Shareholder,

shall be conclusive evidence of the indebtedness of the Shareholder to the Company in respect of the call.

9. Lien on Shares

9.1 Lien on unpaid and partly paid Shares

The Company shall have a first and paramount lien on every Share which is not a fully paid Share (and any dividends or other distributions in respect of that Share) for:

(a) all unpaid calls, instalments, or other amounts, and any interest payable on those amounts, relating to that Share; and

(b) any amounts the Company may be called upon to pay under any legislation in respect of that Share.

9.2 Power of sale

If any amount due in respect of a Share on which the Company has a lien is unpaid for more than 14 days after notice in writing demanding payment has been given to the Shareholder or the person entitled to receive notices in respect of that Share:

(a) the Company may sell the Share in the manner set out in clause 5 as if it constituted an issue of New Shares; and

(b) to give effect to any such sale, the Board may authorise any person to execute a transfer of the Share to, or at the direction of, the purchaser.

9.3 Absolute title of purchaser

The title of a purchaser of any Shares sold pursuant to clause 9.2 shall not be affected by any irregularity or invalidity in any sale.

9.4 Application of sale proceeds

The net proceeds of sale of any Share sold pursuant to clause 9.2, after deducting expenses of sale shall be applied in and towards satisfaction of any unpaid calls, instalments or other amounts and any interest on those amounts and the balance (if any) shall be paid to the person entitled to the Share at the date of sale.

10. Forfeiture of Shares

10.1 Notice

If a call on a Share is not paid when due, the Board may give 14 days notice to the Shareholder requiring payment of the call, together with interest on the amount of the call. The notice shall specify the place of payment and state that if the notice is not complied with the relevant Share will be liable to be forfeited.

10.2 Forfeiture

If the notice is not complied with the Share may, before payment of the overdue amount has been made, be forfeited by resolution of the Board.

10.3 Sale of Forfeited Shares

A forfeited Share may be sold or otherwise disposed in the manner set out in clause 5 as if it constituted an issue of New Shares. To give effect to any sale or disposal the Board may authorise any person to execute any relevant documentation. The Board may, at any time before the sale or disposal, cancel the forfeiture.

10.4 Application of sale proceeds

The net proceeds of sale of any forfeited Share shall be applied in the same manner as set out in clause 9.4.

10.5 Absolute title of purchaser

The title of a purchaser of a forfeited Share shall not be affected by any irregularity or invalidity in the forfeiture, sale or other disposal of the Share.

10.6 Consequences of forfeiture

A person whose Shares have been forfeited shall cease to be a Shareholder in respect of those Shares and shall surrender the Share certificate for cancellation but shall remain liable to the Company for all moneys due to the Company at the date of forfeiture in respect of the Shares together with interest thereon.

10.7 Evidence of forfeiture

A statutory declaration by a Director or any other person authorised by the Board that a Share has been forfeited on a specified date shall be conclusive evidence of that forfeiture.

11. Transfer of Shares

11.1 Transferor to remain holder until registration

The transferor of a Share shall remain the holder of the Share until the name of the transferee is entered in the Share register.

11.2 Authorised transactions

Any Shares disposed of by an "authorised transaction" within the meaning of the Securities Transfer Act 1991 may be transferred by an instrument of transfer complying with the provisions of that Act or by an instrument complying with clause 11.4.

11.3 Transfer executed outside New Zealand

Where an instrument of transfer would have complied with the provisions of the Securities Transfer Act 1991 if it had been executed by the transferor in New Zealand, it may nevertheless be registered by the Company if it is executed under the common seal of a corporation as transferor or otherwise in any usual manner for execution by such a corporation, or in any other case if the signature of the transferor has been witnessed by a person who has added his or her occupation and address after his or her signature.

11.4 Form of transfer

Every instrument of transfer of Shares not falling within clauses 11.2 and 11.3 shall comply with the following provisions:

(a) the form of the instrument of transfer shall be any usual or common form or any other form which the Board may approve;

(b) the instrument of transfer must be signed or executed by or on behalf of the transferor; and

(c) where the Shares being transferred are not fully paid up, the instrument of transfer must also be signed or executed by or on behalf of the transferee.

11.5 Power to refuse to register

The Board may decline to register any transfer of Shares where:

(a) the Company has a lien on any of the Shares; or

(b) the Shares are not fully paid up; or

(c) the transfer is not accompanied by the certificate (if any) for the Shares to which it relates or other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; or

(d) the Board has notice of any agreement by the Shareholder to transfer the Shares only to some specified person or subject to some specified condition; or

(e) the transferor has not complied with the provisions of clauses 12 or 14,

provided that the Board resolves to exercise its powers under this clause within 30 working days after receipt of the relevant transfer and notice of the resolution is sent to the transferor and to the transferee within five working days of the resolution being passed by the Board.

11.6 Registration of transfers

Every instrument of transfer shall be delivered to the Company's Share register, together with the Share certificate (if any) for the Shares to be transferred. If there is no Share certificate for those Shares or if the Share certificate has been lost, damaged or destroyed, the transferee

shall provide such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer.

11.7 Power to divide Share register

The Share register may be divided into two or more registers kept in different places.

11.8 Transfer of securities other than Shares

This clause 11 shall also apply to transfers of securities of the Company other than Shares with any necessary modifications.

12. Pre-emptive rights on transfers of Shares

12.1 The provisions of Clauses 10.1, 10.2 and 10.3 of the Joint Venture Agreement are to apply to Pre-emptive rights on transfer of shares.

13. Bankruptcy

If a Shareholder is adjudicated bankrupt, then the adjudication constitutes the Board the agent of the bankrupt Shareholder (and of his or her estate in bankruptcy or death):

(a) to give the Board a Transfer Notice; and

(b) to sell the Shareholder's Shares as provided in clause 12.

The Proposed Sale Price will be the Fair Value and will be fixed prior to the offer to Shareholders. The Intending Seller will have no right to withdraw the Transfer Notice under clause 12.

14. Transmission of Shares

14.1 Transmission on death of Shareholder

If a Shareholder dies the survivor, if the deceased was a joint Shareholder, or the Shareholder's Personal Representative, shall be the only person recognised by the Company as having any title to or interest in the Shares of the deceased Shareholder. Nothing in this clause shall release the estate of a deceased joint Shareholder from any liability in respect of any Share or constitute a release of any lien which the Company may have in respect of any Share.

14.2 Rights of Personal Representatives

A Shareholder's Personal Representative:

(a) is entitled to exercise all rights (including without limitation the rights to receive distributions, to attend meetings and to vote in person or by Representative), and is subject to all limitations, attached to the Shares held by that Shareholder; and

(b) is entitled to be registered as holder of those Shares, but such registration shall not operate as a release of any rights (including any lien) to which the Company was entitled prior to registration of the Personal Representative pursuant to this paragraph (b).

14.3 Joint Personal Representatives

Where a Share is subject to the control of two or more persons as Personal Representatives, they shall, for the purposes of this Constitution, be deemed to be joint holders of the Share.

14.4 Change of trustees

Shares in the Company standing in the name of the Personal Representative of a deceased Shareholder may be transferred to the new Personal Representative upon any change of Personal Representative of the deceased Shareholder.

14.5 Transfer of Shares by Personal Representatives

The Personal Representative of a deceased Shareholder must, not later than six months after the death of the Shareholder, give a Transfer Notice in respect of all the Shares held by the deceased Shareholder and all the provisions of clause 12 shall apply accordingly. If the Personal Representative fails to do so then, at the expiration of the six month period, the Personal Representative shall be deemed to have given a Transfer Notice in respect of all of the Shares held by the deceased Shareholder unless the requirements of this clause have previously been waived by written notice to the Company signed by all of the Shareholders. The Proposed Sale Price will be the Fair Value and will be fixed prior to the offer to Shareholders. The Intending Seller will have no right to withdraw the Transfer Notice under clause 12.

15. Exercise of powers of Shareholders

15.1 Methods of holding meetings

A meeting of Shareholders may be held either:

(a) by a number of Shareholders, who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or

(b) if determined by the Board, by means of audio, or audio and visual, communication by which all Shareholders participating and constituting a quorum, can simultaneously hear each other throughout the meeting.

15.2 Exercise of power by meeting or written resolution

A power reserved to the Shareholders by the Act or by this Constitution may be exercised either:

(a) at a meeting of Shareholders; or

(b) by a resolution in writing signed in accordance with section 122 of the Act.

15.3 Powers of Shareholders

Unless otherwise specified in the Act or this Constitution any power reserved to Shareholders may be exercised and any approval of Shareholders may be given by Ordinary Resolution.

15.4 Submission of resolution to referee

If a resolution submitted to a meeting of Shareholders is not supported by the votes of the holders of a majority of the Shares in each Group, then the holders of the majority of the Shares in any Group may within 14 days of the date upon which the resolution was lost, give notice in writing to the Company that the resolution is to be submitted to a referee, in which event the resolution shall be dealt with as if it were a resolution of directors under clause 27.7 which is to be submitted to a referee and the provisions of clause 27.12 shall (with all necessary modifications) be deemed to apply.

16. Meetings of Shareholders

16.1 Annual meetings

Subject to clause 16.3, the Company shall hold an annual meeting not later than:

(a) six months after the balance date of the Company or, if the Company is an **exempt company** (as that term is defined in the Financial Reporting Act 1993) and all the Shareholders agree, ten months after the balance date of the Company; and

(b) fifteen months after the previous annual meeting.

The Company need not hold its first annual meeting in the calendar year of its registration but shall hold that meeting within 18 months of its registration.

16.2 Time and place of annual meeting

Each annual meeting shall be held at such time and place as the Board appoints.

16.3 Resolution in lieu of annual meeting

It is not necessary for the Company to hold an annual meeting if everything required to be done at the meeting (by resolution or otherwise) is done by resolution in writing signed in accordance with section 122 of the Act.

16.4 Special meetings

All meetings other than annual meetings shall be called special meetings.

16.5 Calling of special meetings

A special meeting:

(a) may be called by the Board at any time; and

(b) shall be called by the Board on the written request of Shareholders holding Shares carrying together not less than 5% of the voting rights entitled to be exercised on any of the questions to be considered at the meeting.

17. Notice of meetings of Shareholders

17.1 Written notice

Written notice of the time and place of a meeting of Shareholders must be sent to every Shareholder entitled to receive notice of the meeting and to every Director and the auditor of the Company (if any) not less than 10 working days before the meeting.

17.2 Contents of notice

The notice must state:

(a) the nature of the business to be transacted at the meeting in sufficient detail to enable a Shareholder to form a reasoned judgment in relation to it; and

(b) the text of any Special Resolution to be submitted to the meeting.

17.3 Irregularity in notice

An irregularity in a notice of a meeting is waived if all the Shareholders entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such Shareholders agree to the waiver. The accidental omission to give a notice of a meeting to, or the non-receipt of a notice of a meeting by, any person will not invalidate the proceedings at the meeting.

17.4 Adjourned meetings

If a meeting of Shareholders is adjourned for less than 30 days it is not necessary to give notice of the time and place of the adjourned meeting other than by announcement at the meeting which is adjourned.

18. Chairperson of meetings of Shareholders

18.1 Chairperson of the Board to act

The Shareholders shall elect a chairperson of the Board, to be the chairperson at a meeting of Shareholders. A representative of the Group A directors and Group B directors shall act as chairperson by rotation on a 12 monthly rotating basis. The Group A Shareholders will have the right to appoint a chairperson for the first 12 month period commencing on the Completion Date as defined in the Joint Venture Agreement.

18.2 Other chairperson

If no chairperson of the Board has been elected or if at any meeting of Shareholders the chairperson of the Board is not present within 15 minutes of the time appointed for the commencement of the meeting or the chairperson is unwilling or unable to act, the Group A or Group B Directors present, as the case may be, responsible for electing the chairperson for the existing 12 monthly rotation may elect one of their number to be chairperson of the meeting. If no Director is willing to act as chairperson or if no Director is present within 15 minutes of the time appointed for the commencement of the meeting, the Shareholders present may choose one of their number to be chairperson.

18.3 Adjourned meetings

The chairperson may, and if directed by the meeting must, adjourn the meeting to a new time and place. No business can be transacted at any adjourned meeting other than unfinished business at the original meeting.

18.4 Regulation of procedure

Subject to the provisions of the Act, and except as otherwise provided in this Constitution, the chairperson may regulate the proceedings at meetings of Shareholders.

19. Quorum for meetings of Shareholders

19.1 Quorum required

Subject to clause 19.3 no business may be transacted at a meeting of Shareholders if a quorum is not present.

19.2 Size of quorum

A quorum for a meeting of Shareholders is present if two Shareholders or their Representatives are present who between them hold or represent the holders of the majority of the Shares in each Group.

19.3 Lack of quorum

If a quorum is not present within 30 minutes after the time appointed for the meeting:

(a) in the case of a meeting called by the Board on the written request of Shareholders under section 121(b) of the Act, the meeting is dissolved; or

(b) in the case of any other meeting, the meeting is adjourned to the same day in the following week at the same time and place, or to such other date, time, and place as the Directors may appoint and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the commencement of the meeting, the Shareholders or their Representatives present will constitute a quorum.

20. Voting at meetings of Shareholders

20.1 Meetings in one place

In the case of a meeting of Shareholders held under clause 15.1(a), unless a poll is demanded, voting at the meeting shall be by whichever of the following methods is determined by the chairperson:

(a) voting by voice; or

(b) voting by show of hands.

20.2 Audio-visual meetings

In the case of a meeting of Shareholders held under clause 15.1(b), unless a poll is demanded, voting at the meeting shall be by the Shareholders signifying individually their assent or dissent by voice.

20.3 Postal votes

Unless the Board determines otherwise, Shareholders may not exercise the right to vote at a meeting by casting postal votes. If the Board determines that Shareholders may exercise the right to vote at a meeting by casting postal votes, the procedures in relation to postal voting shall be those set out in clause 7 of the First Schedule to the Act together with any other procedures determined by the Board.

20.4 Number of votes

Subject to any rights or restrictions attached to any Share:

(a) where voting is by voice or a show of hands, every Shareholder present in person or by Representative has one vote; and

(b) on a poll every Shareholder present in person or by Representative has:

(i) one vote in respect of every fully paid Share held by that Shareholder; and

(ii) in respect of each Share held by that Shareholder which is not fully paid, a proportion of the vote or votes which would be exercisable if that Share was fully paid equivalent to the proportion of the total issue price of that Share which has been paid (disregarding any payment in advance).

20.5 Declaration of chairperson conclusive

A declaration by the chairperson that a resolution is carried by the requisite majority is conclusive evidence of that fact unless a poll is demanded in accordance with clause 20.6.

20.6 Right to demand poll

At a meeting of Shareholders a poll may be demanded by:

(a) not less than five Shareholders having the right to vote at the meeting; or

(b) a Shareholder or Shareholders representing not less than 10% of the total voting rights of all Shareholders having the right to vote at the meeting; or

(c) a Shareholder or Shareholders holding Shares in the Company that confer a right to vote at the meeting and on which the aggregate amount paid up is not less than 10% of the total amount paid up on all Shares that confer that right; or

(d) the chairperson.

For the purposes of this clause, the instrument appointing a proxy to vote at a meeting of the Company confers authority to demand or join in demanding a poll and a demand by a person as proxy for a Shareholder has the same effect as a demand by the Shareholder.

20.7 Time of demand for poll

A poll may be demanded either before or after the vote is taken on a resolution. The demand for a poll may be withdrawn.

20.8 Timing of poll

The chairperson may determine the time and manner in which a poll is to be taken and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

20.9 Counting of votes on poll

If a poll is taken, votes must be counted according to the votes attached to the Shares of each Shareholder present in person or by Representative and voting.

20.10 Votes of joint holders

Where two or more persons are registered as the holder of a Share, the vote of the person named first in the Share register and voting on a matter must be accepted to the exclusion of the votes of the other joint holders.

20.11 Validity of votes

In the case of any dispute as to the admission or rejection of a vote the chairperson shall determine the same and such determination made in good faith shall be conclusive.

20.12 No vote if amounts unpaid

No Shareholder shall be entitled to vote at any meeting in respect of Shares on which any call or other moneys are due and unpaid.

21. Proxies and corporate Representatives

21.1 Proxies permitted

A Shareholder may exercise the right to vote either by being present in person or by proxy. A proxy for a Shareholder is entitled to attend and be heard at a meeting of Shareholders as if the proxy were the Shareholder.

21.2 Form of proxy

A proxy must be appointed by notice in writing signed by the Shareholder and the notice must state whether the appointment is for a particular meeting or a specified term.

21.3 Lodging proxy

No proxy is effective in relation to a meeting unless the proxy form is produced before the start of the meeting.

21.4 Validity of proxy vote

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental disorder of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given, if no written notice of such death, mental disorder, revocation, or transfer has been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

21.5 Corporate Representatives

A body corporate which is a Shareholder may appoint a Representative to attend a meeting of Shareholders on its behalf in the same manner as that in which it could appoint a proxy. A corporate Representative shall have the same rights and powers as if the Representative were a proxy.

22. Minutes of Shareholder meetings

The Board must ensure that minutes are kept of all proceedings at meetings of Shareholders. Minutes which have been signed correct by the chairperson are prima facie evidence of the proceedings.

23. Shareholder proposals

23.1 Notice to the Board

A Shareholder may give written notice to the Board of a matter the Shareholder proposes to raise for discussion or resolution at the next meeting of Shareholders at which the Shareholder is entitled to vote.

23.2 Notice to Shareholders at Company's expense

If the notice is received by the Board not less than 20 working days before the last day on which notice of the relevant meeting of Shareholders is required to be given by the Board, the Board must, at the expense of the Company, give notice of the Shareholder proposal and the text of any proposed resolution to all Shareholders entitled to receive notice of the meeting.

23.3 Notice to Shareholders at proposing Shareholder's expense

If the notice is received by the Board not less than five working days and not more than 20 working days before the last day on which notice of the relevant meeting of Shareholders is required to be given by the Board, the Board must, at the expense of the Shareholder, give notice of the Shareholder proposal and the text of any proposed resolution to all Shareholders entitled to receive notice of the meeting.

23.4 Late notice

If the notice is received by the Board less than five working days before the last day on which notice of the relevant meeting of Shareholders is required to be given by the Board, the Board may, if practicable, and at the expense of the Shareholder, give notice of the Shareholder proposal and the text of any proposed resolution to all Shareholders entitled to receive notice of the meeting.

23.5 Proposing Shareholder's right to give written statement

If the Directors intend that Shareholders may vote on the proposal they must give the proposing Shareholder the right to include in or with the notice given by the Board a statement of not more than 1,000 words prepared by the proposing Shareholder in support of the proposal, together with the name and address of the proposing Shareholder.

23.6 Defamatory, frivolous or vexatious statements

The Board is not required to include in or with the notice given by the Board a statement prepared by a Shareholder which the Directors consider to be defamatory, frivolous, or vexatious.

23.7 Deposit of costs by proposing Shareholder

Where the costs of giving notice of the Shareholder proposal and the text of any proposed resolution are required to be met by the proposing Shareholder, the proposing Shareholder

must, on giving notice to the Board, deposit with the Company or tender to the Company a sum sufficient to meet those costs.

24. Appointment and removal of Directors

24.1 Number

The number of directors shall be not more than six (6) of which not more than 3 shall be Group A Directors and not more than 3 Group B Directors and the directors shall be appointed and removed in accordance with the provisions of the Joint Venture Agreement.

24.2 Appointment and removal

Subject to the limitations in clause 24.1, the holders of a majority of the Shares in a Group may at any time by written notice to the Company appoint a person as a Director and may similarly remove from office any Director previously appointed by the holders of a majority of the Shares in that Group. Section 156 of the Act shall not apply to the Company.

24.3 Vacation of office

A Director shall cease to hold office as a Director if the Director:

(a) becomes bankrupt or makes an arrangement or compromise with the Director’s creditors generally;

(b) becomes disqualified from being a Director pursuant to section 151 of the Act;

(c) resigns from office by notice in writing to the Company; or

(d) is removed from office pursuant to this Constitution.

(e) is removed from office pursuant to the Joint Venture Agreement.

24.4 Change in Number of Directors

Should Clause 7.7 of the Joint Venture Agreement apply and there is a dilution of shareholding and a consequent loss in the right to appoint one or more Directors and to vote at meetings the provisions of this Constitution and in particular this Clause 24 will be read subject to the provisions of Clause 7.7 of the Joint Venture Agreement.

25. Alternate Directors

25.1 Appointment

Each Director may from time to time appoint any person who is not already a Director and who is approved by a majority of the other Directors to be the Director's alternate director (an **Alternate Director**). No Director may appoint a deputy or agent otherwise than by way of appointment of an Alternate Director.

25.2 Form of appointment and removal

Any appointment or removal of an Alternate Director must be by notice in writing to the Company signed by the relevant Director.

25.3 Rights of Alternate Director

Each Alternate Director will be entitled to:

(a) receive notices of all meetings of the Board if the Director who appointed the Alternate Director is known to be either outside of New Zealand or otherwise unavailable to attend meetings;

(b) attend and vote at any such meeting at which the Director who appointed the Alternate Director is not personally present; and

(c) in the absence of the Director who appointed the Alternate Director, perform all the functions, and exercise all the powers, of that Director.

25.4 Remuneration and expenses

Each Alternate Director's:

(a) remuneration (if any) must be paid by the Director who appointed the Alternate Director; and

(b) expenses incurred in attending meetings of the Directors will be paid by the Company.

25.5 Cessation of appointment

An Alternate Director will cease to be an Alternate Director:

(a) if the Director who appointed the Alternate Director ceases to be a Director or revokes the appointment;

(b) on the occurrence of any event relating to the Alternate Director which, if the Alternate Director were a Director, would disqualify the Alternate Director from being a Director*; or*

(c) if a majority of the other Directors resolve to revoke the Alternate Director's appointment.

26. Powers of Directors

26.1 Management of Company

The business and affairs of the Company shall be managed by, or under the direction or supervision of, the Board.

26.2 Exercise of powers by Board

The Board may exercise all the powers of the Company which are not required, either by the Act or this Constitution, to be exercised by the Shareholders.

26.3 Delegation of powers

The Board may delegate to a committee of Directors, a Director, an employee of the Company, or to any other person, any one or more of its powers, other than a power set out in the Second Schedule to the Act.

26.4 Ratification by Shareholders

Subject to the provisions of section 177 of the Act (relating to ratification of directors' actions) the Shareholders, or any other person in whom a power is vested by this Constitution or the Act, may ratify the purported exercise of that power by a Director or the Board in the same manner as the power may be exercised. The purported exercise of a power that is ratified under this clause is deemed to be, and always to have been, a proper and valid exercise of that power.

27. Proceedings of the Board

27.1 Methods of holding meetings

A meeting of the Board may be held either:

(a) by a number of the Directors who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or

(b) by means of audio, or audio and visual, communication by which all the Directors participating and constituting a quorum can simultaneously hear each other throughout the meeting.

27.2 Notice of meeting

The provisions of Clause 6.8 of the Joint Venture Agreement will apply to Notice of meetings..

27.3 Waiver of irregularity

An irregularity in a notice of meeting is waived if all the Directors entitled to receive notice of the meeting attend or participate in the meeting without protest as to the irregularity or if all Directors entitled to receive notice of the meeting agree to the waiver.

27.4 Quorum

A quorum for a meeting of the Board is 2 Directors including at least one Director representing the holders of each Group of Shares. If a quorum is not present within half an hour of the time appointed for the meeting then no business may be transacted at the meeting and the meeting shall be deferred.

27.5 Chairperson

The Directors shall elect one of their number as chairperson of the Board on a twelve monthly rotating basis. The Group A Directors will have the right to appoint a chairperson for the first twelve months period commencing on the Completion Date as defined in the Joint Venture Agreement.

27.6 Votes

The Group A Directors have three (3) votes irrespective of the number of Group A Directors attending a meeting and the Group B Directors have three (3) votes, irrespective of the number of Group B Directors attending a meeting. In the case of an equality of votes, the chairperson will *not* have a casting vote. A resolution of the Board is passed if a majority of the votes cast on it, including the votes of at least one Director representing the holders of each Group of Shares, are in favour of it.

27.7 Submission of resolutions to referee

If a resolution submitted to a meeting of the Board is not passed, any Director may, within seven days of the date upon which the resolution was lost, give written notice to the Board that the resolution is to be submitted to a referee and the Board shall take such steps as are necessary to secure the appointment of a referee and to submit such resolution to the referee in accordance with clause 27.12.

27.8 Resolutions in writing

A resolution in writing, signed or assented to by all Directors is as valid and effective as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents (including facsimile or other similar means of communication) in like form, each signed or assented to by one or more Directors. A copy of any such resolution must be entered in or kept with the records of Board proceedings.

27.9 Minutes

The Board must ensure that minutes are kept of all proceedings at meetings of the Board.

27.10 Validity of acts

All acts done by any meeting of the Board or of a committee of Directors or by any person acting as a Director are valid notwithstanding:

(a) any defect in the appointment of any Director or person acting as a Director; or

(b) that they or any of them were disqualified; or

(c) any irregularity in a notice of meeting.

27.11 Other procedures

Except as set out in this clause 27, the Board may regulate its own procedure. The provisions of the Third Schedule of the Act shall not apply to proceedings of the Board except to the extent that those provisions are included in this Constitution.

27.12 Arbitration in event of Dispute

The provisions of Clause 22.1 of the Joint Venture Agreement shall apply in the event of a dispute.

28. Directors' Interests

28.1 Disclosure of Interests

A Director shall comply with the provisions of section 140 of the Act (relating to disclosure of Interest of directors) but failure to comply with that section does not affect the operation of clause 28.2.

28.2 Personal involvement of Directors

Notwithstanding any rule of law or equity to the contrary, but subject to sections 107(3) and 141 of the Act (relating to avoidance of transactions in which a director is Interested) and section 199(2) of the Act (prohibiting a director from acting as auditor of a company), a Director may:

(a) contract with the Company in any capacity;

(b) be a party to any transaction with the Company;

(c) have any direct or indirect personal involvement or Interest in any transaction or arrangement to which the Company is a party or in which it is otherwise directly or indirectly interested or involved;

(d) become a director or other officer of, or otherwise Interested in, any company promoted by the Company or in which the Company may be directly or indirectly interested as a shareholder or otherwise; and

(e) retain any remuneration, profit or benefits in relation to any of the foregoing,

and no contract or arrangement of any kind referred to in this clause may be avoided by reason of a Director's Interest.

28.3 Interested Directors may vote

A Director who is Interested in a transaction entered into, or to be entered into, by the Company may:

(a) vote on any matter relating to the transaction;

(b) attend a meeting of the Board at which any matter relating to the transaction arises and be included among the Directors present at the meeting for the purposes of a quorum;

(c) sign a document relating to the transaction on behalf of the Company; and

(d) do any other thing in his or her capacity as a Director in relation to the transaction,

as if the Director were not Interested in the transaction.

28.4 Interests of Shareholders

Any Director may, when exercising powers or performing duties as a Director, act in a manner which he or she believes is in the best interests of a Shareholder or Shareholders, even though it may not be in the best interests of the Company.

29. Directors' remuneration and other benefits

The Board may after obtaining a Special Resolution of the Shareholders exercise the power conferred by section 161 of the Act to authorise any payment or other benefit of the kind referred to in that section and which is authorised by the Special Resolution.

30. Indemnity and insurance for Directors and employees

30.1 Indemnity for Directors

Every Director shall be indemnified by the Company for any costs referred to in section 162(3) of the Act and any liability or costs referred to in section 162(4) of the Act.

30.2 Indemnities and insurance

In addition to the indemnity set out in clause 30.1, the Company may:

(a) indemnify a director or employee of the Company or a related company for any costs referred to in section 162(3) of the Act;

(b) indemnify a director or employee of the Company or a related company in respect of any liability or costs referred to in section 162(4) of the Act; and

(c) effect insurance for a director or employee of the Company or a related company in respect of any liability or costs referred to in section 162(5) of the Act.

30.3 Interpretation

Words given extended meanings by section 162(9) of the Act have those extended meanings in this clause.

31. Dividends

31.1 Method of payment

Any dividend or other money payable to a Shareholder may be paid by cheque sent through the post to the registered address of the holder or in any other manner determined by the Board and directed by the person entitled to the payment. In the case of joint holders, cheques may be sent to the registered address of the person first named on the register.

31.2 Deductions

The Board may deduct from dividends payable to any Shareholder in respect of any Shares any:

(a) unpaid calls, instalments, premiums or other amounts, and any interest payable on such amounts, relating to the specific Shares; and

(b) amounts the Company may be called upon to pay under any legislation in respect of the specific Shares.

31.3 Entitlement date

Dividends and other distributions or payments to Shareholders will be payable to the persons who are the registered as Shareholders on an entitlement date fixed by the Board.

31.4 Unclaimed dividends

Dividends or other monetary distributions unclaimed for one year after having been authorised may be used for the benefit of the Company until claimed. All dividends or other monetary distributions unclaimed for five years after having been authorised may be forfeited by the Board for the benefit of the Company. The Board may, nevertheless, agree to pay a claimant who produces evidence of entitlement.

32. Notices

32.1 Method of service

All notices, reports, accounts or documents required to be sent to a Shareholder shall be sent in the manner set out in section 391 of the Act. Notices to any other person shall be sent in the same manner as if that person was a Shareholder.

32.2 Joint holders

A notice may be given by the Company to the joint holders of a Share in the Company by giving the notice to the joint holder named first in the Share register in respect of the Share.

33. Inspection of records

Except as provided in the Act or unless the Board determines otherwise in any particular case, no holder of securities shall be entitled to:

(a) inspect any records, books, papers, correspondence or documents of the Company; or

(b) require or receive any information concerning the Company's business, trading or customers, or any trade secret or secret process of or used by the Company.

34. Liquidation

34.1 Distribution of surplus

Subject to the rights of any Shareholders and to clauses 34.2 and 34.3, upon the liquidation of the Company the surplus assets of the Company (if any) must be distributed among the Shareholders in proportion to their Shareholding. If any Shareholder's Shares are not fully paid up the liquidator of the Company may require those Shares to be fully paid up before the Shareholder receives any distribution of the surplus assets of the Company in respect of those Shares.

34.2 Trusts

With the approval of the Shareholders by Special Resolution, the liquidator may vest the whole or any part of any surplus assets of the Company in trustees upon trust for the benefit of Shareholders. In voting pursuant to this clause the Shareholders will have regard to the provisions of the Joint Venture Agreement and clause 36.1 of the Constitution.

35. Method of contracting

35.1 Deeds

A deed which is to be entered into by the Company may be signed on behalf of the Company, by:

(a) two or more Directors, one of which must be a Group A Director and one of which must be a Group B Director;

(b) if there is only one Director, by that Director whose signature must be witnessed; or

(c) a person or a class of persons authorised by resolution of the Board to enter into deeds on behalf of the Company

35.2 Other written contracts

An obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by the Company, may be signed on behalf of the Company by a person acting under the express authority of the Company.

35.3 Other obligations

Any other obligation or contract may be entered into on behalf of the Company in writing or orally by a person acting under the express authority of the Company.

36. Joint Venture Agreement

36.1 Joint Venture Agreement takes precedence

The provisions of the Joint Venture Agreement will bind the Company, the Shareholders and the Board and will take precedence over the provisions of the Constitution. In exercising any right pursuant to this Constitution the Shareholders and the Board will not act or vote in a way that derogates from the provisions of the Joint Venture Agreement.

Schedule 1: Certification

This document is the Constitution of Oceanic Communications Limited, as certified as such on 5 July 2007 by Terrence Stanley Nowland of Wellington, Solicitor, in accordance with the Companies Act 1993.

Certified as the Constitution of the Company.

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Terrence Stanley Nowland

Authorised Person

Constitution

of

Oceanic Communications (New Zealand) Limited

Date **12 February 2009**

NOWLAND & ASSOCIATES
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Contents

Constitution of Oceanic Communications (New Zealand) Limited

1. Interpretation

1.1 Definitions

In this Constitution, unless the context otherwise requires:

Act means the Companies Act 1993;

Alternate Director means a person appointed to be the alternate of a Director pursuant to clause 25.1;

Board means Directors who number not less than the required quorum acting together as the board of directors of the Company;

Class means a class of Shares having attached to them identical rights, privileges, limitations and conditions;

Company means **Oceanic Communications (New Zealand) Limited**;

Constitution means this constitution, as altered from time to time;

Director means a person appointed as a director of the Company;

Interested has the meaning set out in section 139 of the Act (and **Interest** shall be interpreted accordingly);

Interest Group has the meaning set out in section 116 of the Act;

Ordinary Resolution means a resolution passed by a simple majority of the votes of Shareholders entitled to vote and voting on the resolution;

Personal Representative means:

(a) in relation to a deceased individual Shareholder, the executor, administrator or trustee of the estate of that Shareholder;

(b) in relation to a bankrupt individual Shareholder, the assignee in bankruptcy of that Shareholder; and

(c) in relation to any other individual Shareholder, a person appointed or deemed to have been appointed to administer property under the Protection of Personal and Property Rights Act 1988, a manager appointed or deemed to have been appointed thereunder, and a donee of an enduring power of attorney complying with that Act;

Representative means a person appointed as a proxy or representative under clause 21 or a Personal Representative;

Share means a share issued, or to be issued, by the Company;

Shareholder means a person whose name is entered in the Share register as the holder for the time being of one or more Shares;

Special Resolution means a resolution passed by a majority of 75% or more of the votes of those Shareholders entitled to vote and voting on the resolution;

Treasury Stock means Shares which have been acquired by the Company and are held by the Company as treasury stock in accordance with the Act.

1.2 Construction

In this Constitution, unless the context otherwise requires:

(a) the headings appear as a matter of convenience and shall not affect the construction of this Constitution;

(b) in the absence of an express indication to the contrary, references to clauses or paragraphs are to clauses and paragraphs of this Constitution;

(c) a reference to any statute, statutory regulations or other statutory instrument includes the statute, statutory regulations or instrument as from time to time amended or re-enacted or substituted;

(d) the singular includes the plural and vice versa and one gender includes the other genders;

(e) the words **written** and **writing** include facsimile communications and any other means of communication resulting in permanent visible reproduction;

(f) the word **person** includes any association of persons whether corporate or unincorporate, and any state or government or department or agency thereof, whether or not having separate legal personality;

(g) words or expressions defined in the Act have the same meaning in this Constitution.

2. Companies Act 1993

The Company, the Board, each Director and each Shareholder have the rights, powers, duties and obligations set out in the Act except to the extent that they are negated or modified by the Constitution.

3. Rights attaching to Shares

Existing ordinary Shares

Subject to the rights of Shares which confer special rights, each Share confers on the holder the right to:

(a) vote on a poll at a meeting of the Shareholders on any resolution, including any resolution to:

  (i) appoint or remove a Director or auditor; or

  (ii) adopt a constitution; or

  (iii) alter the Company's constitution; or

  (iv) approve a major transaction; or

  (v) approve an amalgamation of the Company under section 221 of the Act; or

  (vi) put the Company into liquidation;

(b) an equal share in dividends authorised by the Board on a per Share basis;

(c) an equal share in the distribution of the surplus assets of the Company on a per Share basis.

Each Shareholder has the right to receive notice of and attend every meeting of Shareholders.

4. Issue, consolidation, subdivision and repurchase of Shares

4.1 Issue of New Shares

Subject to clause 5, the Board may, with the approval of the Shareholders by Special Resolution, issue further Shares in the Company (including different Classes of Shares) which:

(a) rank equally with, or in priority to, existing Shares; or

(b) have deferred, preferred or other special rights or restrictions, whether as to voting rights or distributions or otherwise; or

(c) confer preferential rights to distributions of capital or income; or

(d) confer special, limited or conditional voting rights; or

(e) do not confer voting rights; or

(f) are redeemable in accordance with section 68 of the Act.

4.2 Consolidation and subdivision of Shares

The Board may, with the approval of Shareholders by Special Resolution:

(a) consolidate and divide the Shares or Shares of any Class in proportion to those Shares or the Shares in that Class; or

(b) subdivide the Shares or Shares of any Class in proportion to those Shares or the Shares in that Class.

4.3 Bonus issues

The Board may, with the approval of Shareholders by Special Resolution, resolve to apply any amount which is available for distribution to Shareholders either:

(a) in paying up in full Shares or other securities of the Company to be issued credited as fully paid to:

  (i) the Shareholders who would be entitled to that amount if it were distributed by way of dividend, and in the same proportions; and

  (ii) if applicable, the holders of any other securities of the Company who are entitled by the terms of issue of those securities to participate in bonus issues by the Company, whether at the time the bonus issue is made to the Shareholders, or at some time later, in accordance with their respective entitlements; or

(b) in paying up any amount which is unpaid on any Shares held by the Shareholders referred to in paragraph (a)(i);

or partly in one way and partly in the other.

4.4 Shares in lieu of dividends

The Board may exercise the right conferred by section 54 of the Act to issue Shares to any Shareholders who have agreed to accept the issue of Shares, wholly or partly, in lieu of proposed dividends or proposed future dividends.

4.5 Share repurchases

The Company may, with the approval of Shareholders by Special Resolution purchase or otherwise acquire Shares issued by it from one or more Shareholders and hold its own Shares.

5. Pre-emptive rights on issue of New Shares

5.1 Pre-emptive rights

All Shares proposed to be issued or transferred by the Company must be offered for acquisition in the manner set out in this clause 5 to the existing Shareholders, except to the extent that the terms of any Shares already issued do not entitle the holders of those Shares to receive an offer or to the extent that the existing Shareholders resolve by unanimous resolution who the Shares are to be issued or transferred to.

5.2 Pro rata entitlements

Subject to the following paragraphs (a) to (c), all new Shares offered for acquisition pursuant to clause 5.1 (**New Shares**) must be offered to the existing Shareholders in proportion to the number of Shares held by them respectively in a manner and on terms that would if accepted maintain the existing voting or distribution rights, or both, except that:

(a) if any existing Shares do not have rights to receive an offer to acquire New Shares or have special or disproportionate rights to receive an offer to acquire New Shares, the offer to acquire New Shares must be made in accordance with the relative proportionate entitlements of all Shareholders;

(b) any Shareholder may, by written notice to the Company, waive that Shareholder's entitlement to receive an offer to acquire New Shares. If a written notice is given, the proportionate rights of the other Shareholders to receive an offer to acquire the New Shares will be adjusted accordingly; and

(c) fractional entitlements to New Shares must be disregarded.

5.3 Offer notice

The offer must be made by written notice, specifying:

(a) the number, Class and terms of the New Shares offered, including the number of New Shares to which the offeree is entitled;

(b) the issue price and payment conditions;

(c) the date (being not less than 14 days nor more than 28 days after the date of the written notice) by which the offeree must give an acceptance notice in writing to the Company containing the details set out in clause 5.4.

5.4 Acceptance Notices

Each Acceptance Notice must state whether or not the offeree wishes to purchase:

(a) the offeree's entitlement or some lesser number of New Shares; and

(b) any New Shares offered to, but declined by, other offerees (**Declined New Shares**) and if so what number.

5.5 Contingent entitlements

If, and to the extent that, offerees do not, within the period referred to in clause 5.3, accept the offer, their entitlements to Declined New Shares will vest in and be offered to those offerees

who, under clause 5.4 have notified their agreement to purchase Declined New Shares, and if more than one, pro rata according to their respective entitlements under clause 5.2.

5.6 Declined Shares

Any Declined New Shares not accepted pursuant to clauses 5.4 and 5.5 may be offered by the Board to any person whom the Board is prepared to register as a Shareholder provided that the consideration and terms of issue are no more advantageous to that person than those offered to the Shareholders.

5.7 Treasury Stock

The provisions of this clause 5 also apply to the transfer of Shares held by the Company in itself as if the transfer was an issue of New Shares by the Company.

6. Alteration of Shareholders' rights

6.1 Special Resolution required

Any action affecting the rights, privileges, limitations or conditions attached to any Shares by this Constitution, the Act, or the terms on which of the Shares were issued, must be approved by Special Resolution of each Interest Group.

6.2 Meetings of Interest Groups

The provisions of this Constitution relating to meetings of Shareholders shall apply to separate meetings of the Shareholders in each Interest Group, except that the necessary quorum shall be a Shareholder or Shareholders or their Representatives holding or representing the holders of not less than one third of the Shares of the relevant Interest Group. Any Shareholder in the Interest Group present in person or by Representative may demand a poll.

6.3 Issue of further Shares

The issue of further Shares ranking equally with, or in priority to, existing Shares whether as to voting rights, distribution or otherwise, is deemed not to be an action affecting the rights attaching to the existing Shares of that Class provided the issue is made in accordance with clause 5 of this Constitution.

7. Share certificates

7.1 Issue of Share certificates

The Company may issue Share certificates in respect of all or any Shares and must, within 20 working days after receiving an application by a Shareholder, send to that Shareholder a Share certificate, in accordance with section 95 of the Act.

7.2 Replacement Share certificates

The Company:

(a) may issue a replacement certificate for any Share certificate that is worn out or defaced; and

(b) shall issue a replacement Share certificate for one that has been lost or destroyed,

subject to satisfactory proof of that fact, payment of the reasonable expenses of the Company and, if so required by the Board, an appropriate indemnity being given to the Company.

8. Calls on Shares

8.1 Board's power

The Board may, by notice in writing to a Shareholder or Shareholders, make calls in respect of all moneys unpaid on Shares and which are not, by the terms applicable to the Shares, payable at fixed times. The Board may revoke or postpone a call before payment is received.

8.2 Liability to pay

Each relevant Shareholder shall be liable (jointly and severally in the case of joint Shareholders) to pay, in accordance with the relevant notice, every call and shall remain liable to do so notwithstanding the subsequent transfer of the relevant Shares.

8.3 Differential calls

The Board may, at the time of issue of any Shares, differentiate between the holders as to the amount of calls to be paid and the time of payment.

8.4 Instalments

The Board may determine that a call is payable by instalments.

8.5 Time call is made

A call shall be deemed to have been made at the time the resolution of the Board authorising the call was passed.

8.6 Interest on overdue amounts

A call not paid when due shall bear interest from the due date to the date of actual receipt by the Company at the rate fixed in the notice of call or the terms applicable to the relevant Shares or, if there is no such rate, as the Board determines. The Board may waive payment of interest wholly or in part.

8.7 Unpaid instalments

Any amount payable on issue of a Share or on any fixed date or as an instalment of a call shall be deemed to be a call and if not paid, the provisions of this clause 8 and clauses 9 and 10 shall apply as if that sum had become payable by the making of a call.

8.8 Calls in advance

The Board may, in its discretion, receive any moneys uncalled and unpaid upon any Shares in advance of its due date and, may pay interest on the amount received at such rate (if any) and on such terms as the Board determines.

8.9 Evidence

In any proceedings for the recovery of moneys due in respect of any call a statutory declaration by a Director or any other person authorised by the Board that:

(a) the name of the Shareholder is entered in the Share register as the holder (or one of the holders) of the relevant Shares;

(b) the resolution making the call is recorded in the records of the Company; and

(c) notice of the call was sent to the Shareholder,

shall be conclusive evidence of the indebtedness of the Shareholder to the Company in respect of the call.

9. Lien on Shares

9.1 Lien on unpaid and partly paid Shares

The Company shall have a first and paramount lien on every Share which is not a fully paid Share (and any dividends or other distributions in respect of that Share) for:

(a) all unpaid calls, instalments, or other amounts, and any interest payable on those amounts, relating to that Share; and

(b) any amounts the Company may be called upon to pay under any legislation in respect of that Share.

9.2 Power of sale

If any amount due in respect of a Share on which the Company has a lien is unpaid for more than 14 days after notice in writing demanding payment has been given to the Shareholder or the person entitled to receive notices in respect of that Share:

(a) the Company may sell the Share in the manner set out in clause 5 as if it constituted an issue of New Shares; and

(b) to give effect to any such sale, the Board may authorise any person to execute a transfer of the Share to, or at the direction of, the purchaser.

9.3 Absolute title of purchaser

The title of a purchaser of any Shares sold pursuant to clause 9.2 shall not be affected by any irregularity or invalidity in any sale.

9.4 Application of sale proceeds

The net proceeds of sale of any Share sold pursuant to clause 9.2, after deducting expenses of sale shall be applied in and towards satisfaction of any unpaid calls, instalments or other amounts and any interest on those amounts and the balance (if any) shall be paid to the person entitled to the Share at the date of sale.

10. Forfeiture of Shares

10.1 Notice

If a call on a Share is not paid when due, the Board may give 14 days notice to the Shareholder requiring payment of the call, together with interest on the amount of the call. The notice shall specify the place of payment and state that if the notice is not complied with the relevant Share will be liable to be forfeited.

10.2 Forfeiture

If the notice is not complied with the Share may, before payment of the overdue amount has been made, be forfeited by resolution of the Board.

10.3 Sale of forfeited Shares

A forfeited Share may be sold or otherwise disposed of in the manner set out in clause 5 as if it constituted an issue of New Shares. To give effect to any sale or disposal the Board may

authorise any person to execute any relevant documentation. The Board may, at any time before the sale or disposal, cancel the forfeiture.

10.4 Application of sale proceeds

The net proceeds of sale of any forfeited Share shall be applied in the same manner as set out in clause 9.4.

10.5 Absolute title of purchaser

The title of a purchaser of a forfeited Share shall not be affected by any irregularity or invalidity in the forfeiture, sale or other disposal of the Share.

10.6 Consequences of forfeiture

A person whose Shares have been forfeited shall cease to be a Shareholder in respect of those Shares and shall surrender the Share certificate for cancellation but shall remain liable to the Company for all moneys due to the Company at the date of forfeiture in respect of the Shares together with interest thereon.

10.7 Evidence of forfeiture

A statutory declaration by a Director or any other person authorised by the Board that a Share has been forfeited on a specified date shall be conclusive evidence of that forfeiture.

11. Transfer of Shares

11.1 Transferor to remain holder until registration

The transferor of a Share shall remain the holder of the Share until the name of the transferee is entered in the Share register.

11.2 Form of transfer

Every instrument of transfer of Shares shall comply with the following provisions:

(a) the form of the instrument of transfer shall be any usual or common form or any other form which the Board may approve;

(b) the instrument of transfer must be signed or executed by or on behalf of the transferor; and

(c) where the Shares being transferred are not fully paid up, the instrument of transfer must also be signed or executed by or on behalf of the transferee.

11.3 Power to refuse to register

The Board may decline to register any transfer of Shares where:

(a) the Company has a lien on any of the Shares; or

(b) the Shares are not fully paid up; or

(c) the transfer is not accompanied by the certificate (if any) for the Shares to which it relates or other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; or

(d) the Board has notice of any agreement by the Shareholder to transfer the Shares only to some specified person or subject to some specified condition; or

(e) the transferor has not complied with the provisions of clauses 12 or 14,

provided that the Board resolves to exercise its powers under this clause within 30 working days after receipt of the relevant transfer and notice of the resolution is sent to the transferor and to the transferee within five working days of the resolution being passed by the Board.

11.4 Registration of transfers

Every instrument of transfer shall be delivered to the Company's Share register, together with the Share certificate (if any) for the Shares to be transferred. If there is no Share certificate for those Shares or if the Share certificate has been lost, damaged or destroyed, the transferee shall provide such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer.

11.5 Power to divide Share register

The Share register may be divided into two or more registers kept in different places.

11.6 Transfer of securities other than Shares

This clause 11 shall also apply to transfers of securities of the Company other than Shares with any necessary modifications.

12. Pre-emptive rights on transfers of Shares

12.1 Transfer Notices

Every Shareholder who desires to sell or transfer any legal or beneficial interest in Shares in the Company (other than pursuant to clause 5.7) (**Intending Seller**) must give notice in writing (**Transfer Notice**) to the Board that the Intending Seller desires to sell or transfer those Shares. For the purposes of this clause, the word **Shareholder** includes a manager, protection attorney, assignee in bankruptcy or Personal Representative of any Shareholder.

12.2 Contents of Transfer Notice

The Transfer Notice must specify:

(a) the number of Shares the Intending Seller intends to sell or transfer (**Specified Shares**); and

(b) the sum which the Intending Seller proposes as the sale price of the Specified Shares (**Proposed Sale Price**).

12.3 Board appointed agent

A Transfer Notice constitutes the Board as the agent of the Intending Seller for the sale of the Shares in accordance with the provisions of this clause 12. A Transfer Notice is not revocable by the Intending Seller except as provided in clause 12.7 and clause 12.11.

12.4 Offer to Shareholders

Immediately upon receipt of a Transfer Notice, the Board must send to each Shareholder (other than the Intending Seller and other than holders of Shares which by terms of their issue are not entitled to receive an offer) a notice which states:

(a) the number of Specified Shares to which the offeree is entitled;

(b) the Proposed Sale Price; and

(c) the date (being not less than 21 days nor more than 28 days after the receipt by the Company of the Transfer Notice) by which the offeree must give notice in writing to the Company (**Acceptance Notice**) containing the details set out in clause 12.5.

12.5 Acceptance Notices

Each Acceptance Notice must state whether or not the offeree:

(a) wishes to purchase the offeree's entitlement or some lesser number of Specified Shares;

(b) wishes to purchase any Specified Shares offered to, but declined by, other offerees (**Declined Shares**) and if so what number; and

(c) accepts the Proposed Sale Price or wishes the sale price to be the Fair Value determined in accordance with clause 12.11.

12.6 Notice to Intending Seller

After receipt of Acceptance Notices from all offerees or the expiry of the date specified in clause 12.4(c) (whichever is the earlier) the Board must within seven days either send to the Intending Seller copies of all Acceptance Notices received or notify the Intending Seller that no Acceptance Notices have been received.

12.7 Intending Seller's right to withdraw

If Acceptance Notices are received which do not contain acceptances for all of the Specified Shares the Intending Seller may within seven days of being given notice under clause 12.6, revoke the Transfer Notice by giving a notice in writing to the Board (**Withdrawal Notice**). If the Intending Seller gives a Withdrawal Notice under this clause 12.7 the Transfer Notice will be revoked and the Intending Seller may, within three months after the Withdrawal Notice is given, sell or transfer all of the Specified Shares (but not part only) at a price which is not less than the Proposed Sale Price and otherwise on terms no more favourable to a Purchaser than the terms offered to the existing Shareholders.

12.8 Sale and purchase

Subject to clause 12.11, the Intending Seller will become bound to sell the Specified Shares in respect of which Acceptance Notices have been received when:

(a) Acceptance Notices are given under clause 12.5 which relate to all of the Specified Shares in a Transfer Notice; or

(b) Acceptance Notices are given under clause 12.5 which relate only to some of the Shares specified in a Transfer Notice and the Intending Seller does not give a Withdrawal Notice under clause 12.7.

12.9 Purchasers

The purchasers of the Specified Shares will be determined as follows:

(a) if all offerees have accepted their entitlements then each offeree will become bound to purchase that number of Specified Shares equivalent to that offeree's entitlement; and

(b) in any other case:

(i) each offeree will become bound to purchase that number of Shares equal to the lesser of the number of Specified Shares that offeree agreed to accept in the offeree's Acceptance Notice and the number of Specified Shares equivalent to the offeree's entitlement; and

(ii) each offeree who has agreed to accept Declined Shares and, if more than one, pro rata according to their respective entitlements, will become bound to purchase that number of Declined Shares.

12.10 Price

If an offeree's Acceptance Notice states that the offeree accepts the Proposed Sale Price, the offeree will be bound to purchase the relevant Specified Shares at that price.

12.11 Fair value if no agreement

If an offeree's Acceptance Notice states that the offeree does not accept the Proposed Sale Price the sale price will be the fair value (**Fair Value**) fixed by a person (the **Expert**) appointed by agreement between the Intending Seller and the offeree or, failing agreement, appointed by the President of the Institute of Chartered Accountants of New Zealand. The Expert will be an expert, not an arbitrator. The Arbitration Act 1996 will not apply. If the Expert fixes the Fair Value at a price below the Proposed Sale Price, the Intending Seller may, within seven days of being given notice of the Expert's determination, revoke the Transfer Notice by giving a Withdrawal Notice in the same manner as under clause 12.7. The provisions of clause 12 will nevertheless apply to any further attempt by the Intending Seller to sell or transfer any Shares.

12.12 Settlement

Settlement of the sale and purchase of the Shares must take place:

(a) within 14 days after the Intended Seller becomes bound to sell the Specified Shares pursuant to clause 12.8 (if at the Proposed Sale Price); or

(b) in any other case within 14 days after the determination of the Fair Value.

12.13 Payment

On settlement:

(a) the offeree must pay the price for the Shares to the Intending Seller in cleared funds; and

(b) in return, the Intending Seller must deliver to the offeree the signed Share transfer and relevant Share certificate (if any).

12.14 Execution by Company

If the Intending Seller does not transfer the Shares in accordance with clause 12.13(b), the Company shall execute transfers of the Shares on behalf of the Intending Seller and receive the price for the Shares.

12.15 Actions by Company

Upon receipt of the price for the Shares, the Company must cause the name of the offeree to be entered in the Share register as the holder of those Shares and hold the amount paid in trust for the Intending Seller.

12.16 Validity

The Board's receipt is a good discharge to the offeree for the purchase price. No question may be raised as to the title of the offeree to the Shares.

12.17 Seller's rights if no Acceptance Notices received

If an Intending Seller has given a Transfer Notice and no Acceptance Notices are received during the Acceptance Period, the Intending Seller may, within three months after the expiry of

the Acceptance Period, sell or transfer all of the Specified Shares (but not part only) at a price which is not less than the Proposed Sale Price and otherwise on terms no more favourable to a purchaser than the terms offered to the other Shareholders.

12.18 Approved transfer

Any Share may be transferred by a Shareholder to any person if the transfer is approved in writing by the holders of all of the Shares in the Company and the restrictions in the preceding provisions of this clause 12 shall not apply to any transfer authorised by this clause 12.18.

12.19 Relatives and trustees

Any Share may be sold or transferred by a Shareholder free from the restrictions contained in the preceding provisions of this clause 12, to:

(a) the husband or wife of that Shareholder or any person with whom that Shareholder is living in a relationship in the nature of marriage;

(b) a parent, child or grandchild of that Shareholder; or

(c) a trustee or trustees of any trust which is, in the opinion of the Board, exclusively or principally for the benefit of one or more of the persons specified sub-clauses (a) and (b). Shares standing in the name of the trustees of any such trust may be transferred upon any change of trustee to the new trustees of such trust.

13. Bankruptcy

If a Shareholder is adjudicated bankrupt, then the adjudication constitutes the Board the agent of the bankrupt Shareholder (and of his or her estate in bankruptcy or death):

(a) to give the Board a Transfer Notice; and

(b) to sell the Shareholder's Shares as provided in clause 12.

The Proposed Sale Price will be the Fair Value and will be fixed prior to the offer to Shareholders and the Intending Seller will have no right to withdraw the Transfer Notice under clause 12.

14. Transmission of shares

14.1 Transmission on death of Shareholder

If a Shareholder dies the survivor, if the deceased was a joint Shareholder, or the Shareholder's Personal Representative, shall be the only person recognised by the Company as having any title to or interest in the Shares of the deceased Shareholder. Nothing in this clause shall release the estate of a deceased joint Shareholder from any liability in respect of any Share or constitute a release of any lien which the Company may have in respect of any Share.

14.2 Rights of Personal Representatives

A Shareholder's Personal Representative:

(a) is entitled to exercise all rights (including without limitation the rights to receive distributions, to attend meetings and to vote in person or by Representative), and is subject to all limitations, attached to the Shares held by that Shareholder; and

(b) is entitled to be registered as holder of those Shares, but such registration shall not operate as a release of any rights (including any lien) to which the Company was entitled prior to registration of the Personal Representative pursuant to this paragraph (b).

14.3 Joint Personal Representatives

Where a Share is subject to the control of two or more persons as Personal Representatives, they shall, for the purposes of this Constitution, be deemed to be joint holders of the Share.

14.4 Change of trustees

Shares in the Company standing in the name of the Personal Representative of a deceased Shareholder may be transferred to the new Personal Representative upon any change of Personal Representative of the deceased Shareholder.

14.5 Transfer of shares by Personal Representatives

The Personal Representative of a deceased Shareholder must, not later than six months after the death of the Shareholder, give a Transfer Notice in respect of all the Shares held by the deceased Shareholder and all the provisions of clause 12 shall apply accordingly. If the Personal Representative fails to do so then, at the expiration of the six month period, the Personal Representative shall be deemed to have given a Transfer Notice in respect of all of the Shares held by the deceased Shareholder unless the requirements of this clause have previously been waived by written notice to the Company signed by all of the Shareholders. The Proposed Sale Price will be the Fair Value and will be fixed prior to the offer to Shareholders. The Intending Seller will have no right to withdraw the Transfer Notice under clause 12.

15. Exercise of powers of Shareholders

15.1 Methods of holding meetings

A meeting of Shareholders may be held either:

(a) by a number of Shareholders, who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or

(b) if determined by the Board, by means of audio, or audio and visual, communication by which all Shareholders participating and constituting a quorum, can simultaneously hear each other throughout the meeting.

15.2 Exercise of power by meeting or written resolution

A power reserved to the Shareholders by the Act or by this Constitution may be exercised either:

(a) at a meeting of Shareholders; or

(b) by a resolution in writing signed in accordance with section 122 of the Act.

15.3 Powers of Shareholders

Unless otherwise specified in the Act or this Constitution any power reserved to Shareholders may be exercised and any approval of Shareholders may be given by Ordinary Resolution.

16. Meetings of Shareholders

16.1 Annual meetings

Subject to clause 16.3, the Company shall hold an annual meeting not later than:

(a) six months after the balance date of the Company or, if the Company is an **exempt company** (as that term is defined in the Financial Reporting Act 1993) and all the Shareholders agree, ten months after the balance date of the Company; and

(b) fifteen months after the previous annual meeting.

16.2 Time and place of annual meeting

Each annual meeting shall be held at such time and place as the Board appoints.

16.3 Resolution in lieu of annual meeting

It is not necessary for the Company to hold an annual meeting if everything required to be done at the meeting (by resolution or otherwise) is done by resolution in writing signed in accordance with section 122 of the Act.

16.4 Special meetings

All meetings other than annual meetings shall be called special meetings.

16.5 Calling of special meetings

A special meeting:

(a) may be called by the Board at any time; and

(b) shall be called by the Board on the written request of Shareholders holding Shares carrying together not less than 5% of the voting rights entitled to be exercised on any of the questions to be considered at the meeting.

17. Notice of meetings of Shareholders

17.1 Written notice

Written notice of the time and place of a meeting of Shareholders must be sent to every Shareholder entitled to receive notice of the meeting and to every Director and the auditor of the Company (if any) not less than 10 working days before the meeting.

17.2 Contents of notice

The notice must state:

(a) the nature of the business to be transacted at the meeting in sufficient detail to enable a Shareholder to form a reasoned judgment in relation to it; and

(b) the text of any Special Resolution to be submitted to the meeting.

17.3 Irregularity in notice

An irregularity in a notice of a meeting is waived if all the Shareholders entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such Shareholders agree to the waiver. The accidental omission to give a notice of a meeting to, or the non-receipt of a notice of a meeting by, any person will not invalidate the proceedings at the meeting.

17.4 Adjourned meetings

If a meeting of Shareholders is adjourned for less than 30 days it is not necessary to give notice of the time and place of the adjourned meeting other than by announcement at the meeting which is adjourned.

18. Chairperson of meetings of Shareholders

18.1 Chairperson of the Board to act

If the Directors have elected a chairperson of the Board, and the chairperson of the Board is present at a meeting of Shareholders, that Director must chair the meeting.

18.2 Other chairperson

If no chairperson of the Board has been elected or if at any meeting of Shareholders the chairperson of the Board is not present within 15 minutes of the time appointed for the commencement of the meeting or the chairperson is unwilling or unable to act, the Directors present, if any, may elect one of their number to be chairperson of the meeting. If no Director is willing to act as chairperson or if no Director is present within 15 minutes of the time appointed for the commencement of the meeting, the Shareholders present may choose one of their number to be chairperson.

18.3 Adjourned meetings

The chairperson may, and if directed by the meeting must, adjourn the meeting to a new time and place. No business can be transacted at any adjourned meeting other than unfinished business at the original meeting.

18.4 Regulation of procedure

Subject to the provisions of the Act, and except as otherwise provided in this Constitution, the chairperson may regulate the proceedings at meetings of Shareholders.

19. Quorum for meetings of Shareholders

19.1 Quorum required

Subject to clause 19.3 no business may be transacted at a meeting of Shareholders if a quorum is not present.

19.2 Size of quorum

A quorum for a meeting of Shareholders is present if 75% Shareholders are present in person or by Representative or if Shareholders or their Representatives are present who are between them able to exercise a majority of votes to be cast on the business to be transacted by the meeting.

19.3 Lack of quorum

If a quorum is not present within 30 minutes after the time appointed for the meeting:

(a) in the case of a meeting called by the Board on the written request of Shareholders under section 121(b) of the Act, the meeting is dissolved; or

(b) in the case of any other meeting, the meeting is adjourned to the same day in the following week at the same time and place, or to such other date, time, and place as the Directors may appoint and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the commencement of the meeting, the Shareholders or their Representatives present will constitute a quorum.

20. Voting at meetings of Shareholders

20.1 Meetings in one place

In the case of a meeting of Shareholders held under clause 15.1(a), unless a poll is demanded, voting at the meeting shall be by whichever of the following methods is determined by the chairperson:

(a) voting by voice; or

(b) voting by show of hands.

20.2 Audio-visual meetings

In the case of a meeting of Shareholders held under clause 15.1(b), unless a poll is demanded, voting at the meeting shall be by the Shareholders signifying individually their assent or dissent by voice.

20.3 Postal votes

Unless the Board determines otherwise, Shareholders may not exercise the right to vote at a meeting by casting postal votes. If the Board determines that Shareholders may exercise the right to vote at a meeting by casting postal votes, the procedures in relation to postal voting shall be those set out in clause 7 of the First Schedule to the Act together with any other procedures determined by the Board.

20.4 Number of votes

Subject to any rights or restrictions attached to any Share:

(a) where voting is by voice or a show of hands, every Shareholder present in person or by Representative has one vote; and

(b) on a poll every Shareholder present in person or by Representative has:

 (i) one vote in respect of every fully paid Share held by that Shareholder; and

 (ii) in respect of each Share held by that Shareholder which is not fully paid, a proportion of the vote or votes which would be exercisable if that Share was fully paid equivalent to the proportion of the total issue price of that Share which has been paid (disregarding any payment in advance).

20.5 Declaration of chairperson conclusive

A declaration by the chairperson that a resolution is carried by the requisite majority is conclusive evidence of that fact unless a poll is demanded in accordance with clause 20.6.

20.6 Right to demand poll

At a meeting of Shareholders a poll may be demanded by:

(a) not less than five Shareholders having the right to vote at the meeting; or

(b) a Shareholder or Shareholders representing not less than 10% of the total voting rights of all Shareholders having the right to vote at the meeting; or

(c) a Shareholder or Shareholders holding Shares in the Company that confer a right to vote at the meeting and on which the aggregate amount paid up is not less than 10% of the total amount paid up on all Shares that confer that right; or

(d) the chairperson.

For the purposes of this clause, the instrument appointing a proxy to vote at a meeting of the Company confers authority to demand or join in demanding a poll and a demand by a person as proxy for a Shareholder has the same effect as a demand by the Shareholder.

20.7 Time of demand for poll

A poll may be demanded either before or after the vote is taken on a resolution. The demand for a poll may be withdrawn.

20.8 Timing of poll

The chairperson may determine the time and manner in which a poll is to be taken and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

20.9 Counting of votes on poll

If a poll is taken, votes must be counted according to the votes attached to the Shares of each Shareholder present in person or by Representative and voting.

20.10 Votes of joint holders

Where two or more persons are registered as the holder of a Share, the vote of the person named first in the Share register and voting on a matter must be accepted to the exclusion of the votes of the other joint holders.

20.11 Validity of votes

In the case of any dispute as to the admission or rejection of a vote the chairperson shall determine the same and such determination made in good faith shall be conclusive.

20.12 No vote if amounts unpaid

No Shareholder shall be entitled to vote at any meeting in respect of Shares on which any call or other moneys are due and unpaid.

21. Proxies and corporate Representatives

21.1 Proxies permitted

A Shareholder may exercise the right to vote either by being present in person or by proxy. A proxy for a Shareholder is entitled to attend and be heard at a meeting of Shareholders as if the proxy were the Shareholder.

21.2 Form of proxy

A proxy must be appointed by notice in writing signed by the Shareholder and the notice must state whether the appointment is for a particular meeting or a specified term.

21.3 Lodging proxy

No proxy is effective in relation to a meeting unless the proxy form is produced before the start of the meeting.

21.4 Validity of proxy vote

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental disorder of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given, if no written notice of such death, mental disorder, revocation, or transfer has been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

21.5 Corporate Representatives

A body corporate which is a Shareholder may appoint a Representative to attend a meeting of Shareholders on its behalf in the same manner as that in which it could appoint a proxy. A corporate Representative shall have the same rights and powers as if the Representative were a proxy.

22. Minutes of Shareholder meetings

The Board must ensure that minutes are kept of all proceedings at meetings of Shareholders. Minutes which have been signed correct by the chairperson are prima facie evidence of the proceedings.

23. Shareholder proposals

23.1 Notice to the Board

A Shareholder may give written notice to the Board of a matter the Shareholder proposes to raise for discussion or resolution at the next meeting of Shareholders at which the Shareholder is entitled to vote.

23.2 Notice to Shareholders at Company's expense

If the notice is received by the Board not less than 20 working days before the last day on which notice of the relevant meeting of Shareholders is required to be given by the Board, the Board must, at the expense of the Company, give notice of the Shareholder proposal and the text of any proposed resolution to all Shareholders entitled to receive notice of the meeting.

23.3 Notice to Shareholders at proposing Shareholder’s expense

If the notice is received by the Board not less than five working days and not more than 20 working days before the last day on which notice of the relevant meeting of Shareholders is required to be given by the Board, the Board must, at the expense of the Shareholder, give notice of the Shareholder proposal and the text of any proposed resolution to all Shareholders entitled to receive notice of the meeting.

23.4 Late notice

If the notice is received by the Board less than five working days before the last day on which notice of the relevant meeting of Shareholders is required to be given by the Board, the Board may, if practicable, and at the expense of the Shareholder, give notice of the Shareholder proposal and the text of any proposed resolution to all Shareholders entitled to receive notice of the meeting.

23.5 Proposing Shareholder's right to give written statement

If the Directors intend that Shareholders may vote on the proposal they must give the proposing Shareholder the right to include in or with the notice given by the Board a statement of not more than 1,000 words prepared by the proposing Shareholder in support of the proposal, together with the name and address of the proposing Shareholder.

23.6 Defamatory, frivolous or vexatious statements

The Board is not required to include in or with the notice given by the Board a statement prepared by a Shareholder which the Directors consider to be defamatory, frivolous, or vexatious.

23.7 Deposit of costs by proposing Shareholder

Where the costs of giving notice of the Shareholder proposal and the text of any proposed resolution are required to be met by the proposing Shareholder, the proposing Shareholder must, on giving notice to the Board, deposit with the Company or tender to the Company a sum sufficient to meet those costs.

24. Appointment and removal of Directors

24.1 Number

The number of Directors must not at any time be less than two or more than four.

24.2 Existing Directors

The Directors in office at the date of adoption of this Constitution shall continue in office and shall be deemed to have been appointed pursuant to this Constitution.

24.3 Appointment and removal by Ordinary Resolution

A Director may be appointed by Ordinary Resolution. Two or more persons may be appointed as Directors by one resolution. All Directors shall be subject to removal from office as Director by Ordinary Resolution.

24.4 Vacation of office

A Director shall cease to hold office as a Director if the Director:

(a) becomes bankrupt or makes an arrangement or compromise with the Director's creditors generally;

(b) becomes disqualified from being a Director pursuant to section 151 of the Act;

(c) resigns from office by notice in writing to the Company; or

(d) is removed from office pursuant to this Constitution or the Act.

25. Alternate Directors

25.1 Appointment

Each Director may from time to time appoint any person who is not already a Director and who is approved by a majority of the other Directors to be the Director's Alternate Director. No Director may appoint a deputy or agent otherwise than by way of appointment of an Alternate Director.

25.2 Form of appointment and removal

Any appointment or removal of an Alternate Director must be by notice in writing to the Company signed by the relevant Director.

25.3 Rights of Alternate Director

Each Alternate Director will be entitled to:

(a) receive notices of all meetings of the Board if the Alternate Director is in New Zealand and the Director for whom the Alternate Director is alternate is known to be either outside of New Zealand or otherwise unavailable to attend meetings;

(b) attend and vote at any such meeting at which the Director for whom the Alternate Director is alternate is not personally present; and

(c) in the absence of the Director who appointed the Alternate Director, perform all the functions, and exercise all the powers, of that Director.

25.4 Remuneration and expenses

Each Alternate Director's:

(a) remuneration (if any) must be paid by the Director who appointed the Alternate Director; and

(b) expenses incurred in attending meetings of the Directors and otherwise in relation to the discharge of duties will be paid by the Company.

25.5 Cessation of appointment

An Alternate Director will cease to be an Alternate Director:

(a) If the Director who appointed the Alternate Director ceases to be a director or revokes the appointment;

(b) On the occurrence of any event relating to the Alternate Director which, if the Alternate Director were a Director, would disqualify the Alternate Director from being a Director ; or

(c) if a majority of the other directors resolve to revoke the Alternate Director's appointment.

26. Powers of Directors

26.1 Management of Company

The business and affairs of the Company shall be managed by, or under the direction or supervision of, the Board.

26.2 Exercise of powers by Board

The Board may exercise all the powers of the Company which are not required, either by the Act or this Constitution, to be exercised by the Shareholders.

26.3 Delegation of powers

The Board may delegate to a committee of Directors, a Director, an employee of the Company, or to any other person, any one or more of its powers, other than a power set out in the Second Schedule to the Act.

26.4 Appointment of attorney

The Company may exercise the power conferred by section 181 of the Act to appoint a person as its attorney, either generally or in relation to a specified matter. Any such power of attorney may contain such provisions for the protection of persons dealing with the attorney as the Board

thinks fit, and may also authorise any attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

26.5 Ratification by Shareholders

Subject to the provisions of section 177 of the Act (relating to ratification of directors' actions) the Shareholders, or any other person in whom a power is vested by this Constitution or the Act, may ratify the purported exercise of that power by a Director or the Board in the same manner as the power may be exercised. The purported exercise of a power that is ratified under this clause is deemed to be, and always to have been, a proper and valid exercise of that power.

27. Managing Director

27.1 Appointment and removal

The Board may from time to time appoint one or more Directors to be a managing Director either for a fixed term or otherwise and on such other terms (including remuneration) as the Board determines. The Board may from time to time remove any such managing Director and appoint another or others in his or her place. Any managing Director who is removed by resolution of the Board shall have no right or claim to continue in office and his or her only remedy against the Company (if any) shall be in damages. Any Director holding the office of managing Director at the date of adoption of this Constitution shall continue in office.

27.2 Resignation

A managing Director shall, subject to the provisions of any contract between him or her and the Company, be subject to the same provisions concerning resignation, removal and disqualification as the other Directors. If a managing Director ceases to hold the office of Director from any cause he or she immediately ceases to be managing Director.

28. Proceedings of the Board

28.1 Methods of holding meetings

A meeting of the Board may be held either:

(a) by a number of the Directors who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or

(b) by means of audio, or audio and visual, communication by which all the Directors participating and constituting a quorum can simultaneously hear each other throughout the meeting.

28.2 Notice of meeting

A Director or, if requested by a Director to do so, an employee of the Company approved by the Board for this purpose, may convene a meeting of the Board. Notice of a meeting of Directors must be given to:

(a) every Director who is in New Zealand; and

(b) any Alternate Director who is in New Zealand who is an alternate of a Director who is known to be either outside of New Zealand or otherwise unavailable to attend the meeting.

28.3 Waiver of irregularity

An irregularity in a notice of meeting is waived if all the Directors entitled to receive notice of the meeting attend or participate in the meeting without protest as to the irregularity or if all Directors entitled to receive notice of the meeting agree to the waiver.

28.4 Quorum

A quorum for a meeting of the Board may be fixed by all of the Directors, and unless so fixed, is a majority of the Directors.

28.5 Insufficient number of Directors

The Directors may act notwithstanding any vacancy in their body, but if and for so long as their number is reduced below the minimum number (if any) fixed by clause 24.1, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a meeting of Shareholders, but for no other purpose.

28.6 Chairperson

The Directors may elect one of their number as chairperson of the Board and determine the period for which the chairperson is to hold office. If no chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for the commencement of the meeting, the Directors present may choose one of their number to be chairperson of the meeting.

28.7 Votes

Every Director has one vote. In the case of an equality of votes, the chairperson will have a casting vote. A resolution of the Board is passed if it is agreed to by all Directors present without dissent or a majority of the votes cast on it are in favour of it. A Director present at a meeting of the Board is presumed to have agreed to, and to have voted in favour of, a resolution of the Board unless that Director expressly dissents or expressly abstains from voting on, or votes against, the resolution.

28.8 Resolutions in writing

A resolution in writing, signed or assented to by a majority of Directors entitled to receive notice of a meeting of the Board is as valid and effective as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents (including facsimile or other similar means of communication) in like form, each signed or assented to by one or more Directors. A copy of any such resolution must be sent, within seven days of its being passed, to any Directors who did not sign or assent to the resolution and entered in or kept with the records of Board proceedings.

28.9 Minutes

The Board must ensure that minutes are kept of all proceedings at meetings of the Board.

28.10 Validity of acts

All acts done by any meeting of the Board or of a committee of Directors or by any person acting as a Director are valid notwithstanding:

(a) any defect in the appointment of any Director or person acting as a Director; or

(b) that they or any of them were disqualified; or

(c) any irregularity in a notice of meeting.

28.11 Other procedures

Except as set out in this clause 28, the Board may regulate its own procedure. The provisions of the Third Schedule of the Act shall not apply to proceedings of the Board except to the extent that those provisions are included in this Constitution.

29. Directors' Interests

29.1 Disclosure of Interests

A Director shall comply with the provisions of section 140 of the Act (relating to disclosure of Interest of directors) but failure to comply with that section does not affect the operation of clause 29.2.

29.2 Personal involvement of Directors

Notwithstanding any rule of law or equity to the contrary, but subject to sections 107(3) and 141 of the Act (relating to avoidance of transactions in which a Director is Interested) and section 199(2) of the Act (prohibiting a director from acting as auditor of a company), a Director may:

(a) contract with the Company in any capacity;

(b) be a party to any transaction with the Company;

(c) have any direct or indirect personal involvement or Interest in any transaction or arrangement to which the Company is a party or in which it is otherwise directly or indirectly interested or involved;

(d) become a Director or other officer of, or otherwise Interested in, any company promoted by the Company or in which the Company may be directly or indirectly interested as a shareholder or otherwise; and

(e) retain any remuneration, profit or benefits in relation to any of the foregoing,

and no contract or arrangement of any kind referred to in this clause may be avoided by reason of a Director's Interest.

29.3 Interested Directors may vote

A Director who is Interested in a transaction entered into, or to be entered into, by the Company may:

(a) vote on any matter relating to the transaction;

(b) attend a meeting of the Board at which any matter relating to the transaction arises and be included among the Directors present at the meeting for the purposes of a quorum;

(c) sign a document relating to the transaction on behalf of the Company; and

(d) do any other thing in his or her capacity as a Director in relation to the transaction,

as if the Director were not Interested in the transaction.

29.4 Interests of holding company

If the Company is, at any time:

(a) a wholly owned subsidiary of another company; or

(b) a subsidiary (but not a wholly owned subsidiary) of another company and providing the prior agreement of the Shareholders other than the holding company has been obtained,

any Director may, when exercising powers or performing duties as a Director, act in a manner which he or she believes is in the best interests of any company which is the Company's holding company, even though it may not be in the best interests of the Company.

30. Directors' remuneration and other benefits

30.1 Remuneration and benefits

The Board may exercise the power conferred by section 161 of the Act to authorise any payment or other benefit of the kind referred to in that section.

30.2 Expenses

Each Director is entitled to be paid for all reasonable travelling, accommodation and other expenses incurred by the Director in connection with the Director's attendance at meetings or otherwise in connection with the Company's business.

31. Indemnity and insurance for Directors and employees

31.1 Indemnity for Directors

Every Director shall be indemnified by the Company for any costs referred to in section 162(3) of the Act and any liability or costs referred to in section 162(4) of the Act.

31.2 Indemnities and insurance

In addition to the indemnity set out in clause 31.1, the Company may:

(a) indemnify a Director or employee of the Company or a related company for any costs referred to in section 162(3) of the Act;

(b) indemnify a Director or employee of the Company or a related company in respect of any liability or costs referred to in section 162(4) of the Act; and

(c) effect insurance for a Director or employee of the Company or a related company in respect of any liability or costs referred to in section 162(5) of the Act.

31.3 Interpretation

Words given extended meanings by section 162(9) of the Act have those extended meanings in this clause.

32. Dividends

32.1 Power to authorise

The Board may, subject to the Act and this Constitution, authorise the payment of dividends by the Company at times, and of amounts, and in such form as it thinks fit and may do everything which is necessary or expedient to give effect to the payment of such dividends. Prior to authorising the payment of a dividend, the Board must be satisfied on reasonable grounds that the Company will immediately after payment of the dividend satisfy the solvency test.

32.2 Method of payment

Any dividend or other money payable to a Shareholder may be paid by cheque sent through the post to the registered address of the Shareholder or in any other manner determined by the Board and directed by the person entitled to the payment. In the case of joint Shareholders, cheques may be sent to the registered address of the person first named on the register.

32.3 Currency of payment

The Board may, in its discretion, differentiate between Shareholders as to the currency in which dividends are to be paid. In exercising that discretion the Board may have regard to the registered address of a Shareholder, the register on which a Shareholder's Shares are registered or any other matter the Board considers appropriate. In any case where a dividend is to be paid in a currency other than New Zealand currency, the amount payable will be converted from New Zealand currency in a manner, at a time and at an exchange rate determined by the Board.

32.4 Deductions

The Board may deduct from dividends payable to any Shareholder in respect of any Shares any:

(a) unpaid calls, instalments or other amounts, and any interest payable on such amounts, relating to the specific Shares; and

(b) amounts the Company may be called upon to pay under any legislation in respect of the specific Shares.

32.5 Entitlement date

Dividends and other distributions or payments to Shareholders will be payable to the persons who are the registered as Shareholders on an entitlement date fixed by the Board.

32.6 Unclaimed dividends

Dividends or other monetary distributions unclaimed for one year after having been authorised may be used for the benefit of the Company until claimed. All dividends or other monetary distributions unclaimed for five years after having been authorised may be forfeited by the Board for the benefit of the Company. The Board may, nevertheless, agree to pay a claimant who produces evidence of entitlement.

33. Notices

33.1 Method of Service

All notices, reports, accounts or documents required to be sent to a Shareholder shall be sent in the manner set out in section 391 of the Act. Notices to any other person shall be sent in the same manner as if that person was a Shareholder.

33.2 Joint holders

A notice may be given by the Company to the joint holders of a Share in the Company by giving the notice to the joint holder named first in the Share register in respect of the Share.

34. Inspection of records

Except as provided in the Act or unless the Board determines otherwise in any particular case, no Shareholder shall be entitled to:

(a) inspect any records, books, papers, correspondence or documents of the Company; or

(b) require or receive any information concerning the Company's business, trading or customers, or any trade secret or secret process of or used by the Company.

35. Liquidation

35.1 Distribution of surplus

Subject to the rights of any Shareholders and to clauses 35.2 and 35.3, upon the liquidation of the Company the surplus assets of the Company (if any) must be distributed among the Shareholders in proportion to their shareholding. If any Shareholder's Shares are not fully paid up the liquidator of the Company may require those Shares to be fully paid up before the Shareholder receives any distribution of the surplus assets of the Company in respect of those Shares.

35.2 Distribution in kind

With the approval of the Shareholders by Ordinary Resolution, the liquidator of the Company may divide amongst the Shareholders in kind the whole or any part of the assets of the Company (whether or not they are of the same kind) and for that purpose the liquidator may:

(a) attribute values to assets as the liquidator considers appropriate; and

(b) determine how the division will be carried out as between the Shareholders or different Classes of Shareholders.

35.3 Trusts

With the approval of the Shareholders by Ordinary Resolution, the liquidator may vest the whole or any part of any surplus assets of the Company in trustees upon trust for the benefit of Shareholders. The liquidator may determine the terms of the trust.

36. Method of contracting

36.1 Deeds

A deed which is to be entered into by the Company may be signed on behalf of the Company, by:

(a) two or more Directors;

(b) if there is only one Director, by that Director whose signature must be witnessed;

(c) one or more attorneys appointed by the Company; or

(d) any Director, or any other person authorised by the Board, whose signature must be witnessed.

36.2 Other written contracts

An obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by the Company, may be signed on behalf of the Company by a person acting under the express or implied authority of the Company.

36.3 Other obligations

Any other obligation or contract may be entered into on behalf of the Company in writing or orally by a person acting under the express or implied authority of the Company.

NEW ZEALAND | COMPANIES OFFICE

Certificate of Incorporation

OCEANIC COMMUNICATIONS LIMITED
1912753
NZBN: 9429033582238

This is to certify that OCEANIC COMMUNICATIONS LIMITED was incorporated under the Companies Act 1993 on the 20th day of February 2007.

REGISTRAR OF COMPANIES NEW ZEALAND

Mandy McDonald

Registrar of Companies
12th day of June 2015

For further details relating to this company check
http://www.companies.govt.nz/co/1912753
Certificate generated 12 June 2015 01:55 PM NZST

SCAN TO VIEW
OUR REGISTRATION DETAILS

NEW ZEALAND | COMPANIES OFFICE

Certificate of Incorporation

OCEANIC COMMUNICATIONS (NEW ZEALAND) LIMITED

2210202

NZBN: 9429032390353

This is to certify that OCEANIC COMMUNICATIONS (NEW ZEALAND) LIMITED was incorporated under the Companies Act 1993 on the 24th day of February 2009.

REGISTRAR OF COMPANIES NEW ZEALAND

Mandy McDonald

Registrar of Companies
12th day of June 2015

For further details relating to this company check
http://www.companies.govt.nz/co/2210202
Certificate generated 12 June 2015 01:49 PM NZST

SCAN TO VIEW
OUR REGISTRATION DETAILS

BNZ Partners

PARTNERS - WELLINGTON
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Mobile: 029 222-0830

30 June 2015

Oceanic Communications Limited
Level 10 - iCentre
50 Manners Street
Wellington
New Zealand

<u>To whom it may concern</u>

Dear Sir/Madam,

We are writing to you at the request of Oceanic Communications Limited.

Oceanic Communications Limited has been a valued client of the Bank of New Zealand for over 4 years during which time it has respected all arrangements with the Bank and operated its accounts to our total satisfaction.

Oceanic Communications Limited is considered unlikely to undertake any obligation it could not fulfil.

This information is strictly confidential and is given in good faith and without any responsibility whatever on the part of this bank or its officers.

Yours sincerely

Scott Menzies
Corporate Partner
Bank of New Zealand

BNZ Partners

bnz

PARTNERS - WELLINGTON

Scott Menzies
Corporate Partner

Ground Floor, Harbour Quays
60 Waterloo Quay,
WELLINGTON

Email: scott_menzies@bnz.co.nz
Telephone : (04) 474-6693
Facsimile : (04) 474-6351
Mobile: 029 222-0830

30 June 2015

Oceanic Communications (New Zealand) Limited
Level 10 - iCentre
50 Manners Street
Wellington
New Zealand

<u>To whom it may concern</u>

Dear Sir/Madam,

We are writing to you at the request of Oceanic Communications (New Zealand) Limited.

Oceanic Communications (New Zealand) Limited has been a valued client of the Bank of New Zealand for over 4 years during which time it has respected all arrangements with the Bank and operated its accounts to our total satisfaction.

Oceanic Communications (New Zealand) Limited is considered unlikely to undertake any obligation it could not fulfil.

This information is strictly confidential and is given in good faith and without any responsibility whatever on the part of this bank or its officers.

Yours sincerely

Scott Menzies
Corporate Partner
Bank of New Zealand

oceanic
communications limited

Oceanic Communications Limited
Group Financial Statements
For the year ended 31 December 2013

Oceanic Communications Limited

Table of contents

Oceanic Communications Limited
Directors' report
for the year ended 31 December 2013

In the opinion of the Directors of Oceanic Communications Limited ('the Company') and its subsidiaries (together 'the Group'), the financial statements and accompanying notes, on pages 4 to 25:

- comply with New Zealand generally accepted accounting practice and give a true and fair view of the financial position of the Company and Group as at 31 December 2013 and the results of operations for the year ended on that date; and,
- have been prepared using appropriate accounting policies which have been consistently applied and supported by reasonable judgments and estimates.

The Directors believe that proper accounting records have been kept which enable, with reasonable accuracy, the determination of the financial position of the Company and Group and facilitate compliance of the financial statements with the Financial Reporting Act 1993.

The Directors consider that they have taken adequate steps to safeguard the assets of the Company and Group, and to prevent and detect fraud and other irregularities. Internal control procedures are also considered to be sufficient to provide reasonable assurance as to the integrity and reliability of the financial statements.

With the unanimous agreement of all shareholders, the Company and Group have taken advantage of the reporting concessions available to them under section 211(3) of the Companies Act 1993.

The Board of Directors of the Company authorised these financial statements presented on pages 4 to 25 for issue on 21 March 2014.

For and on behalf of the Board of Directors:

Craig Beedell	Niall O'Brien
Director	**Director**
21 March 2014	**21 March 2014**

Oceanic Communications Limited
Statement of comprehensive income
for the year ended 31 December 2013
(in US dollars)

	Notes	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Revenue	1	270,209	332,108	112,591	88,139
Cost of sales		(253,501)	(312,765)	(108,876)	(82,890)
Gross profit		**16,708**	**19,343**	**3,715**	**5,249**
Distribution expenses		(784)	(686)	-	-
Administration expenses	2	(13,053)	(13,503)	(3,178)	(3,703)
Foreign exchange gain / (loss)		8	(192)	91	(164)
Total operating costs		**(13,829)**	**(14,381)**	**(3,087)**	**(3,867)**
Operating profit before financing costs		**2,879**	**4,962**	**628**	**1,382**
Net finance expense	3	(385)	(509)	(24)	(157)
Profit before income tax		**2,494**	**4,453**	**604**	**1,225**
Income tax (expense) / benefit	4	(444)	(554)	184	(218)
Profit for the year after income tax		**2,050**	**3,899**	**788**	**1,007**
Other comprehensive income:					
Currency translation differences – loss		(30)	(685)	-	-
Total comprehensive income		**2,020**	**3,214**	**788**	**1,007**
Profit attributable to:					
Equity holders of Oceanic Communications Ltd		**2,050**	**3,899**		
Total comprehensive income attributable to:					
Equity holders of Oceanic Communications Ltd		**2,020**	**3,214**		

The notes on page 8 to 25 are an integral part of these financial statements

Oceanic Communications Limited
Statement of changes in equity
for the year ended 31 December 2013
(in US dollars)

	Foreign Currency Translation Reserve $'000	Contributed equity $'000	Retained earnings $'000	Total equity $'000
Group				
Balance as at 1 January 2012	**313**	**344**	**1,231**	**1,888**
Profit for the year	-	-	3,899	3,899
Change in functional currency	78	-	(78)	-
Restatement of investment	337	-	(337)	-
Other comprehensive expense	(685)	-	-	(685)
Total comprehensive income	(270)	-	3,484	3,214
Transactions with owners				
Dividends paid	-	-	(1,300)	(1,300)
Balance as at 31 December 2012	**43**	**344**	**3,415**	**3,802**
Profit for the year	-	-	2,050	2,050
Other comprehensive expense	(30)	-	-	(30)
Total comprehensive income	(30)	-	2,050	2,020
Transactions with owners				
Dividends paid	-	-	(1,700)	(1,700)
Balance as at 31 December 2013	**13**	**344**	**3,765**	**4,122**

The notes on page 8 to 25 are an integral part of these financial statements

Oceanic Communications Limited
Statement of changes in equity
for the year ended 31 December 2013
(in US dollars)

	Contributed equity $'000	Retained earnings $'000	Total equity $'000
Parent			
Balance as at 1 January 2012	344	1,521	1,865
Profit for the year	-	1,007	1,007
Other comprehensive income	-	-	-
Total comprehensive income	-	1,007	1,007
Transactions with owners			
Dividends paid	-	(1,300)	(1,300)
Balance as at 31 December 2012	344	1,228	1,572
Profit for the year	-	788	788
Other comprehensive income	-	-	-
Total comprehensive income	-	788	788
Transactions with owners			
Dividends paid	-	(1,700)	(1,700)
Balance as at 31 December 2013	344	316	660

The notes on pages 8 to 25 are an integral part of these financial statements

Oceanic Communications Limited
Statement of financial position
as at 31 December 2013
(in US dollars)

	Notes	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Assets					
Cash and cash equivalents	9	9,499	18,338	1,468	3,056
Other deposits	10	3,981	4,938	-	-
Trade and other receivables	11	25,372	18,812	362	585
Receivables from related parties	12	342	62	15,920	13,781
Inventories	13	12,699	16,333	403	2,701
Total current assets		**51,893**	**58,483**	**18,153**	**20,123**
Investments in subsidiaries	6	-	-	374	344
Property, plant and equipment	7	1,354	1,507	312	127
Intangible assets	8	181	12	59	-
Deferred tax asset	5	1,254	1,454	147	137
Total non-current assets		**2,789**	**2,973**	**892**	**608**
Total assets		**54,682**	**61,456**	**19,045**	**20,731**
Equity					
Contributed equity	14	344	344	344	344
Foreign currency translation reserve		13	43	-	-
Retained earnings		3,765	3,415	316	1,228
Total equity		**4,122**	**3,802**	**660**	**1,572**
Liabilities					
Trade and other payables	15	42,607	49,515	7,977	9,821
Payables to related parties	16	457	569	8,315	6,828
Shareholder advances	17	2	2	2	2
Interest bearing liabilities	19	5,999	5,595	1,682	1,620
Provisions	18	-	-	-	-
Income tax payable		1,138	1,830	181	888
Deferred tax liability	5	129	143	-	-
Total current liabilities		**50,332**	**57,654**	**18,157**	**19,159**
Interest bearing liabilities	19	228	-	228	-
Total non-current liabilities		**228**	**-**	**228**	**-**
Total liabilities		**50,560**	**57,654**	**18,385**	**19,159**
Total equity and liabilities		**54,682**	**61,456**	**19,045**	**20,731**

These financial statements were authorised for issue by the signatories below on 21 March 2014:

On behalf of the board

Craig Beedell
Director
21 March 2014

Niall O'Brien
Director
21 March 2014

The notes on pages 8 to 25 are an integral part of these financial statements

Significant accounting policies

General Information

Oceanic Communications Limited ('the Company') and its subsidiaries (together 'the Group') provide procurement, distribution and logistical services. The Group has a number of operations throughout the South Pacific region and in the Republic of the Union of Myanmar.

The Company is a limited liability company incorporated and domiciled in New Zealand. The address of its registered office is 50 Manners Street, Wellington, New Zealand.

Basis of preparation

Statement of compliance

The financial statements have been prepared in accordance with New Zealand generally accepted accounting practice (NZ GAAP). They comply with the New Zealand equivalents to International Financial Reporting Standards (NZ IFRS) and other applicable Financial Reporting Standards as appropriate to profit-oriented entities that qualify for and apply differential reporting concessions. The Company and Group are reporting entities for the purposes of the Financial Reporting Act 1993 and these financial statements comply with that Act and the Companies Act 1993.

The Company and Group qualify for Differential Reporting exemptions as they have no public accountability, and there is no separation between the owners and governors of the Company and Group. All available reporting exemptions allowed under the Framework for Differential Reporting have been adopted in these financial statements except for *NZ IAS 12: "Income taxes"* which has been applied in full.

Basis of measurement

The financial statements are prepared on the historical cost basis.

Significant accounting policies

The principal accounting policies adopted in the preparation of the financial statements are set out below. These policies have been consistently applied to all the periods presented, unless otherwise stated.

Principles of consolidation

The consolidated financial statements incorporate the assets and liabilities of all subsidiaries of the Company as at 31 December 2013 and the results of those subsidiaries for the year then ended.

Subsidiaries are all those entities over which the Group has the power to govern the financial and operating policies, generally accompanying a shareholding of more than one-half of the voting rights. The existence and effect of potential voting rights that are currently exercisable or convertible are considered when assessing whether the Company controls another entity.

Subsidiaries which form part of the Group are consolidated from the date on which control is transferred to the Company. They are de-consolidated from the date that control ceases.

Inter-company transactions, balances and unrealised gains on transactions between subsidiary companies are eliminated. Unrealised losses are also eliminated unless the transaction provides evidence of the impairment of the asset transferred. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.

Foreign currency translation

Functional and presentation currency

The functional currency for each entity in the Group (other than the Company and Oceanic Communications (New Zealand) Limited), is the currency of the primary economic environment in which it operates. The Company and Oceanic Communications (New Zealand) Limited's functional currency is the US dollar.

The US dollar is the currency in which the Group's financial statements are presented (presentation currency), as it most reliably reflects the global business performance of the Group as a whole. Management considers the US dollar as the appropriate presentation currency for the Group as this aligns with the substance of mobile handset purchases from suppliers and is the most reliable currency that the Group operates in – providing transparency and comparability over the financial performance of the Group.

Transactions and balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in the statement of comprehensive income.

Foreign operations

The results and statement of financial position of all foreign operations (none of which has the currency of a hyperinflationary economy) that have a functional currency different from US dollars are translated into the presentation currency as follows:

- assets and liabilities for each statement of financial position presented are translated at the closing rate at the date of that statement of financial position;
- income and expenses for each statement of comprehensive income are translated at average exchange rates, unless this is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated at the dates of the transactions; and
- all resulting exchange differences are recognised as a separate component of other comprehensive income within the foreign currency translation reserve.

Goodwill and fair value adjustments arising on the acquisition of a foreign operation are treated as assets and liabilities of the foreign operations and translated at the closing rate.

Property, plant and equipment

Owned assets

All items of property, plant and equipment are stated at historical cost less accumulated depreciation and impairment losses. Historical cost includes expenditure that is directly attributable to the acquisition of the items.

Subsequent costs

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably. All other costs (including repairs and maintenance) are charged to the statement of comprehensive income during the financial period in which they are incurred.

Depreciation

Depreciation is calculated on the straight-line basis to write-off the cost of the assets to their residual values over their estimated useful lives as follows:

Asset class	Depreciation rate	Economic life
Leasehold improvements	20%	5 years
Furniture and fittings	8.5% - 20%	5 – 12 years
Office equipment	15% - 50%	2 – 7 years
IT equipment	33% - 48%	2 – 3 years
Vehicles	20%	5 years

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount. Gains and losses on disposals are determined by comparing proceeds with carrying amount. These are included in the statement of comprehensive income.

Intangible assets

Software costs

Software is stated at historical cost less accumulated amortisation and impairment. Historical cost includes expenditure that is directly attributable to the acquisition of the items.

Software costs have a finite useful life. Software costs are capitalised and written off on a straight line basis over the useful economic life of 2 to 5 years.

Costs associated with developing or maintaining computer software are recognised as an expense as incurred. Costs that are directly associated with the identifiable production or enhancement of software products controlled by the Group, and that will probably generate economic benefits exceeding costs beyond one year are recognised as intangible assets.

Impairment of non-financial assets

Assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs to sell and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash flows (cash generating units).

Non-derivative financial instruments

Non-derivative financial instruments comprise trade and other receivables (excluding prepayments), cash and cash equivalents, advances from related parties, interest bearing liabilities, and trade and other payables.

Non-derivative financial assets are recognised initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition non-derivative financial instruments are measured at amortised cost using the effective interest method, less any impairment losses.

A financial instrument is recognised if the Group becomes a party to the contractual provisions of the instrument. Financial assets are derecognised if the Group's contractual rights to the cash flow from the financial assets expire or if the Group transfers the financial asset to another party without retaining control or substantially all the risks and rewards of the asset.

Purchases and sales of financial assets are accounted for at trade date, i.e. the date that the Group commits itself to purchase or sell the asset. Financial liabilities are derecognised if the Group's obligations specified in the contract expire or are discharged or cancelled.

Cash and cash equivalents

Cash and cash equivalents comprise cash on hand and short term deposits, with original maturities of three months or less and bank overdrafts.

Bank overdrafts are shown within interest bearing liabilities in current liabilities on the statement of financial position.

Trade and other receivables

Trade receivables are recognised initially at fair value and subsequently measured at amortised cost, less provision for impairment.

A provision for impairment of trade receivables is established when there is objective evidence that the Group will not be able to collect all amounts due according to the original terms of the receivables. Significant financial difficulties of the debtor, probability that the debtor will enter bankruptcy or financial reorganisation, and default or delinquency in payments are considered indicators that the trade receivable is impaired. The amount of the provision is the difference between the asset's carrying amount and the present value of estimated future cash flows, discounted at the original effective interest rate. The carrying amount of the asset is reduced through the use of an allowance account, and the amount of the loss is recognised in the statement of comprehensive income within 'administrative expenses'. When a trade receivable is uncollectible, it is written off against the allowance account for trade receivables. Subsequent recoveries of amounts previously written off are credited against 'administrative expenses' in the statement of comprehensive income.

Inventories

Inventories are measured at the lower of average cost and net realisable value. Cost is based on the average cost incurred in acquiring the inventories and bringing them to their existing location and condition. Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and selling expenses.

Share capital

Ordinary shares are classified as equity.

Incremental costs directly attributable to the issue of new ordinary shares are recognised in equity as a deduction, net of tax, from the proceeds.

Foreign currency translation reserve

The foreign currency translation reserve comprises all foreign exchange differences arising from the translation of the financial statements of foreign operations into US dollars.

Dividends

Provision is made for the amount of any dividend declared on or before the end of the financial year but not distributed at reporting date.

Dividend distribution to the Company's shareholders is recognised as a liability in the Company's and Group's financial statements in the period in which the dividends are approved by the Directors and notified to the Company's shareholders.

Interest-bearing borrowings

Borrowing costs are interest and other costs incurred by the Company and Group in connection with the borrowing of funds.

Borrowing costs are expensed as incurred unless they relate to qualifying assets. Qualifying assets are assets which take more than 12 months to get ready for their intended use or sale. In these circumstances, borrowing costs are capitalised to the cost of the asset. Where funds are borrowed specifically for the acquisition, construction or production of a qualifying asset, the amount of borrowing costs capitalised are those incurred in relation to that borrowing, net of any interest earned on those borrowings. Where funds are borrowed generally, borrowing costs are capitalised using a weighted average capitalisation rate.

Provisions

A provision is recognised when the Group has a present legal or constructive obligation as a result of a past event and it is probable that an outflow of economic benefits will be required to settle the obligation. If the effect is material, provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market rates and, where appropriate, the risks specific to the liability.

Trade and other payables

These amounts represent liabilities for goods and services provided to the Group prior to the end of the financial year which are unpaid. The amounts are unsecured.

Trade payables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method.

Employee benefits

Liabilities for wages and salaries, including non-monetary benefits, annual leave, and accumulating sick leave expected to be settled within 12 months of reporting date are recognised in other payables in respect of employees' services up to the reporting date and are measured at the amounts expected to be paid when the liabilities are settled. Liabilities for non-accumulating sick leave are recognised when the leave is taken and measured at the rates paid or payable.

Revenue

Revenue comprises the fair value of the consideration received or receivable for the sale of goods and services in the ordinary course of the Group's activities. Revenues represent the invoice value of goods and services sold to external customers, net of local sales taxes, GST, and other value added taxes, and after deducting discounts and allowances.

Revenue from the sales of mobile phones and prepaid mobile top-up are sold under contractual agreements with telecommunications providers. These contractual arrangements in some instances result in mixed indicators of whether the Group is acting as an agent or principal and whether the gross versus net presentation is appropriate, as prescribed by NZ IAS 18.

Revenue from the sale of mobile phones and top-up sold via prepaid phone cards is recognised on a gross basis as management has determined that the Group acts as a principal in relation to these transactions, due to the fact that the Group bears the majority of risk, principally credit and inventory risk, in relation to such transactions, and, in relation to the sale of the mobile phones, the Group also acts as primary obligor.

Revenue from the sale of electronic mobile top-up is recognised on a net basis (commission) as management has determined that the Group acts as an agent on behalf of the telecommunications provider, due to the fact that the Group is not the primary obligor. Also, the Group has no inventory risk and limited credit risk in relation to these transactions.

Revenue is recognised when a Group entity has delivered products to the customer, the customer has accepted the products and it is expected that future economic benefits will flow to the entity. For services rendered, revenue is recognised in the statement of comprehensive income when the underlying contractual obligations have been fulfilled. In some circumstances the Company recognises revenue on a percentage completion basis.

Management's deliberations regarding gross presentation of these revenues are discussed in more detail in, Critical Accounting Estimates and Judgements.

Finance income / (expense)

Finance income comprises interest income. Interest income is recognised as it accrues, using the effective interest method.

Finance expenses comprise interest expense on borrowings, unwinding of the discount on provisions and impairment losses recognised on financial assets (except for trade receivables). All borrowings costs are recognised in the statement of comprehensive income using the effective interest method.

Leases

Operating lease payments

Leases in which a significant portion of the risks and rewards of ownership are retained by the lessor are classified as operating leases. Payments made under operating leases (net of any incentives received from the lessor) are recognised in the statement of comprehensive income on a straight-line basis over the term of the lease.

Finance lease payments

Leases in which the Group has substantially all the risks and rewards of ownership are classified as finance leases. Finance leases are capitalised at the lease's inception at the lower of the fair value of the leased asset and the present value of the minimum lease payments. Each lease payment is allocated between the liability and finance charges so as to achieve a constant rate on the finance balance outstanding. The property, plant and equipment acquired under a finance lease are depreciated over the shorter of the asset's useful life and the lease term.

Current and deferred tax

The tax expense for the period comprises current and deferred tax. Tax is recognised in the statement of comprehensive income. The income tax expense or revenue for the period is the tax payable on the current period's accounting surplus based on the national income tax rate, adjusted for permanent differences between accounting and tax rules.

Deferred tax assets and liabilities are recognised for temporary differences at the tax rates expected to apply when the assets are recovered or liabilities are settled. The relevant tax rates are applied to the cumulative amounts of deductible and taxable temporary differences to measure the deferred tax asset or liability. An exception is made for certain temporary differences arising from the initial recognition of an asset or a liability. No deferred tax asset or liability is recognised in relation to these temporary differences if they arose in a transaction, other than a business combination, that at the time of the transaction did not affect either accounting profit or taxable profit or loss.

Deferred tax assets are recognised for deductible temporary differences and unused tax losses only to the extent that is probable that future taxable amounts will be available to utilise those temporary differences and losses.

Goods and services tax

All amounts are shown exclusive of Goods and Services Tax ('GST'), except for receivables and payables that are stated inclusive of GST (where applicable).

Capital risk management

The Company and Group's objectives when managing capital (equity and interest bearing liabilities) are to safeguard the Company and Group's ability to continue as a going concern in order to provide returns for shareholders and to maintain an optimal capital structure to reduce the cost of capital.

Investment in subsidiaries

Investments in subsidiaries are held at cost less any provision for impairment in the financial statements of the Company.

Grants

Grants received are recognised as revenue in the statement of comprehensive income when the requirements under the grant agreement have been met.

Critical accounting estimates and judgements

Functional currency

The functional currency for each entity in the Group is the currency of the primary economic environment in which it operates, other than the Company and Oceanic Communications (New Zealand) Limited. Determination of functional currency involves significant judgment and other companies may make different judgements based on similar facts. For many of the Group's entities, this is the currency of the country in which they operate. The Group reconsiders the functional currency of its entities if there is a change in the underlying transactions, events and conditions which determine their primary economic environment.

Revenue recognition - distribution of telecommunication products

A significant portion of the Group's revenue arises from the distribution of mobile telephones and airtime (via phone cards and electronic top-up) for certain telecommunications companies. Management has considered the guidance in NZ IAS 18 to determine whether the Group is acting as a principal or an agent in distributing these products, which guidance requires the consideration of the following factors in making that determination:

- Whether the Group is primary obligor i.e. whether the Company has primary responsibility for the provision of the good or service being sold;
- Whether the Group bears a substantial amount of the inventory risk;
- Whether the Group bears credit risk;
- Whether the Group has autonomy in determination of the prices for which it sells the products; and
- Whether margins earned are a fixed percentage or fixed dollar amount.

Management performed separate assessments for mobile telephones and airtime, as the contractual arrangements relevant to their sale and distribution vary. In both instances, the indicators were mixed.

Management has exercised its judgement, and has determined that gross presentation more faithfully represents the substance of the following arrangements. The factors which gave rise to the conclusions were as follows:

Mobile Telephones

- The Group acts as primary obligor;
- The Group bears some amount of inventory risk; and
- The Group bears credit risk.

Airtime – prepaid cards

- The Group bears some amount of inventory risk and has systems in place to manage this risk;
- The Group bears some amount of credit risk; and
- The Group has some amount of flexibility in determining the prices that the airtime is sold at and margins earned are not a fixed percentage or dollar amount.

Management has exercised its judgement, and has determined that the net presentation more faithfully represents the substance of the following arrangement. The factors which gave rise to the conclusions were as follows:

Airtime – electronic top-up

- The Group bears no inventory risk;
- The Group bears some amount of credit risk; and
- The Group is not the primary obligor.

Change in accounting estimate (prior year)

On 1 December 2012 Oceanic Communications (New Zealand) Limited changed its functional currency to US dollars from NZ dollars, because of increases in the amount of US dollar funding obtained. US dollars was chosen as the new functional currency because it is the functional currency and reporting currency of the shareholder and the Company's funding is primarily denominated in USD.

The change in functional currency has been accounted for prospectively from the date of change and the Company's comparatives in the financial statements have been restated accordingly. As shown in the statement of changes in equity, the foreign currency translation reserve of USD 78,000 was transferred to retained earnings on 1 December 2012.

Management has considered the guidance in NZ IAS 21 to determine which of these currencies should be adopted as the Company's functional currency. The guidance in the accounting standard requires consideration of the following factors:

- The primary economic environment where the Company generates and expends cash
- The currency that influences the sales price of its goods
- The currency that influences its costs.
- The currency which its finances its operations in.
- The currency in which receipts from operations are usually retained.

Management considers that the indicators are mixed and has exercised its judgement to determine that US dollars more faithfully represent the economic effects of the underlying transactions. The factors which gave rise to this conclusion were as follows:

- The value of the US dollar may influence the sales price of handsets.
- The cost of handsets is influenced by US dollars.
- The majority of the finance utilised by the Company is denominated in US dollars.

Comparative information

Some comparative items in the statement of financial position have been reclassified to ensure consistency with the current year. This reclassification has no effect on comprehensive income or retained earnings.

Changes in accounting policies

There have been no changes in accounting policies during the year.

Oceanic Communications Limited
Notes to the financial statements
for the year ended 31 December 2013
(in US dollars)

1. Revenue

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Sale of goods and services	270,184	322,033	109,888	83,789
Distribution fees	-	-	1,984	4,350
Dividend income	-	-	719	-
Grants	25	75	-	-
	270,209	**332,108**	**112,591**	**88,139**

2. Administration expenses

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Depreciation				
- IT equipment	243	311	20	25
- Vehicles	232	190	-	2
- Leasehold	120	173	1	3
- Furniture and fittings	25	34	5	5
- Office equipment	36	29	-	-
	656	**737**	**26**	**35**
Amortisation of intangible assets	7	32	-	23
Loss on disposal of assets	40	18	-	4
Operating lease expense	1,420	1,720	68	129
Employee benefits	6,458	6,349	1,948	1,984
Management fee (note 17)	136	289	136	289
Bad debts	131	262	-	1
Reversal of related party impairments	-	-	(232)	(133)
Support fees	-	-	514	431
Fees paid to PricewaterhouseCoopers				
- Audit fees – NZ	104	130	63	70
- Audit fees – PNG	92	102	-	-
- Taxation services	68	99	7	17
- Other assurance related services	-	19	-	19

Tax services relate to tax return preparation and general tax consultancy.

3. Net finance income / (expense)

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Interest income	149	122	178	178
Interest expense	(534)	(631)	(202)	(335)
	(385)	**(509)**	**(24)**	**(157)**

4. Income tax expense

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Income tax expense				
Current income tax expense / (benefit)	355	171	(174)	260
Deferred tax expense / (benefit)	89	383	(10)	(42)
	444	**554**	**(184)**	**218**
Reconciliation of effective tax rate				
Profit before income tax	2,494	4,453	603	1,225
Income tax expense at 28% (2012, 28%)	698	1,247	169	343
Tax losses utilised	-	(1)	-	-
Non-assessable income	(243)	(47)	(202)	-
Non-deductible expenses	272	88	(40)	(24)
Income tax benefit not brought to account	121	90	-	-
Recognition of tax losses	(168)	(503)	-	-
Prior year timing differences	-	(88)	-	-
Prior year adjustment	(174)	(61)	(68)	(63)
Change in exchange rates	(92)	(127)	(4)	-
Other	30	(44)	(39)	(38)
	444	**554**	**(184)**	**218**
Imputation credits				
Imputation credits available	6,832	4,724	4,179	3,455

5. Deferred tax

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Deferred tax liabilities				
Unrealised foreign exchange gains	(129)	(143)	-	-
Total deferred tax liability	**(129)**	**(143)**	**-**	**-**
Deferred tax assets				
Depreciation	124	137	-	-
Accounts receivable impairments	49	52	-	-
Stock provisions	304	181	28	21
Employee entitlements	208	217	119	116
Tax losses	536	839	-	-
Other	33	28	-	-
Total deferred tax asset	**1,254**	**1,454**	**147**	**137**
Net deferred tax asset	**1,125**	**1,311**	**147**	**137**

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Movements (charged) / credited to tax expense				
Depreciation	1	44	-	-
Accounts receivable impairments	1	(183)	-	-
Tax losses	(240)	(112)	-	-
Provisions	126	(95)	7	29
Employee entitlements	13	43	3	13
Other	10	(80)	-	-
Total movements recognised in tax expense	(89)	(383)	10	42
Foreign Currency translation	(97)	(45)	-	-
Total movements	**(186)**	**(428)**	**10**	**42**

Deferred income tax assets are recognised for tax losses carried forward to the extent that the realisation of the related tax benefit through future taxable profits is probable. The Group has not recognised deferred tax assets of $883,607 (2012, $405,420) as at reporting date relating to taxable losses generated during prior periods.

6. Investments in subsidiaries

The Company has an investment of $344,000 (2012, $344,000) in Oceanic Communications Limited – Samoa and $30,000 in Oceanic Communications (Asia) Limited (2012: Nil).

The consolidated financial statements of the Group incorporate the assets, liabilities and financial results of the following subsidiaries:

Name of entity	Principal activities	% holding 2013	% holding 2012
Oceanic Communications (PNG) Limited	Retail & distribution	100%	100%
Oceanic Mobile Transactions (PNG) Limited*	Retail & distribution	-	100%
Oceanic Communications Limited – Samoa	Retail & distribution	100%	100%
Oceanic Communications (Tonga) Limited	Retail & distribution	100%	100%
Oceanic Communications (Vanuatu) Limited	Retail & distribution	100%	100%
Oceanic Communications (Asia) Limited	Retail & distribution	100%	-
Oceanic Holdings (Fiji) Limited	Retail & distribution	100%	100%
Oceanic Communications (New Zealand) Limited	Retail & distribution	100%	100%

*Oceanic Mobile Transactions (PNG) Limited amalgamated with Oceanic Communications (PNG) Limited on 31 October 2013.

7. Property, plant and equipment

	Leasehold $'000	Furniture and fittings $'000	Office equipment $'000	IT equipment $'000	Vehicles $'000	Total $'000
Group						
31 December 2012						
Cost	618	260	143	1,739	1,206	3,966
Accumulated depreciation	(419)	(144)	(87)	(1,369)	(440)	(2,459)
Carrying value	**199**	**116**	**56**	**370**	**766**	**1,507**
31 December 2013						
Cost	388	411	172	1,811	1,169	3,951
Accumulated depreciation	(312)	(363)	(107)	(1,286)	(529)	(2,597)
Carrying value	**76**	**48**	**65**	**525**	**640**	**1,354**

	Leasehold $'000	Furniture and fittings $'000	Office equipment $'000	IT equipment $'000	Vehicles $'000	Total $'000
Parent						
31 December 2012						
Cost	13	51	1	281	45	391
Accumulated depreciation	(12)	(11)	(1)	(238)	(2)	(264)
Carrying value	**1**	**40**	**-**	**43**	**43**	**127**
31 December 2013						
Cost	13	49	1	537	-	600
Accumulated depreciation	(13)	(16)	(1)	(258)	-	(288)
Carrying value	**-**	**33**	**-**	**279**	**-**	**312**

Leased assets include vehicles and IT equipment where the Group or Parent is a lessee under a finance lease. At reporting date, these assets had the following values.

Vehicles	**Group 2013** $'000	**Group 2012** $'000	**Parent 2013** $'000	**Parent 2012** $'000
Carrying value comprises				
Cost	-	39	-	-
Accumulated amortisation	-	(9)	-	-
Carrying value	**-**	**30**	**-**	**-**

IT Equipment	**Group 2013** $'000	**Group 2012** $'000	**Parent 2013** $'000	**Parent 2012** $'000
Carrying value comprises				
Cost	262	-	262	-
Accumulated amortisation	-	-	-	-
Carrying value	**262**	**-**	**262**	**-**

The Company approximates that the effect of changes in foreign exchange rates on cost and accumulated depreciation for the year is 0% (2012, 2%).

8. Intangible assets

	Group 2013 $'000	**Group 2012** $'000	**Parent 2013** $'000	**Parent 2012** $'000
Carrying value comprises				
Cost	249	188	171	112
Accumulated amortisation	(68)	(176)	(112)	(112)
Carrying value	**181**	**12**	**59**	**-**

Intangible assets comprise purchased computer software and software modifications.

The Company approximates that the effect of changes in foreign exchange rates on cost and accumulated amortisation for the year is 0% (2012, 2%)

9. Cash and cash equivalents

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Cash at bank and on hand	9,179	17,773	1,468	3,055
Call deposits	320	565	-	1
	9,499	**18,338**	**1,468**	**3,056**

10. Other deposits

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Other deposits	3,981	4,938	-	-

Other deposits represent funds held in a separate interest bearing account. Access to these funds is restricted and may only be paid in a manner consistent with the instructions of one of the Group's suppliers. The Group is entitled to any interest accruing on the funds deposited.

11. Trade and other receivables

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Trade receivables	24,758	17,277	214	382
Provision for bad and doubtful debts	(170)	(283)	-	-
GST receivable	241	1,074	-	-
Prepayments	543	744	148	203
	25,372	**18,812**	**362**	**585**

12. Receivables from related parties

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Receivables due from related parties	43	55	8,252	9,727
Advances due from related parties	7	-	6,898	3,801
Shareholder Current Account	292	-	292	-
Prepayments to related parties	-	7	-	7
Impairment provision	-	-	(1,161)	(1,393)
Loan to subsidiary	-	-	1,641	1,641
	342	**62**	**15,920**	**13,781**

13. Inventories

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Finished goods	12,699	16,333	403	2,701

Inventories primarily comprise mobile handsets, activated airtime recharge cards, other associated telecommunications consumables and electronic consumer goods. Inactive recharge cards are held at nil value until such time as card activation occurs.

14. Contributed equity

	Group and Parent			
	2013 Shares	2012 Shares	2013 $'000	2012 $'000
Opening balance of issued shares	102	102	344	344
Closing balance of issued shares	**102**	**102**	**344**	**344**

There are 100 uncalled and unpaid ordinary shares, and 2 fully paid shares at 31 December 2012 and 2013.

None of the above shares are held by the Group or its subsidiaries. All ordinary shares rank equally with one vote attached to each fully paid ordinary share. Shareholders have a right to an equal share in dividends authorised by the Board and a right to share in the distribution of the Company's surplus assets in accordance with the Company's constitution. Ordinary shares do not have a par value.

15. Trade and other payables

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Trade payables	37,505	47,571	6,324	8,462
Employee entitlements	833	883	425	385
GST payable	1,810	-	196	181
Accrued expenses	2,459	1,061	1,032	793
	42,607	**49,515**	**7,977**	**9,821**

16. Payables to related parties

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Payables due to related parties	268	380	712	1,173
Advances due to related parties	-	-	7,414	5,466
Shareholder current accounts	189	189	189	189
	457	**569**	**8,315**	**6,828**

17. Related party transactions

Identity of related parties

Shares in the Company are held 50% each by Oceanic Holdings (International) Limited and Facey Telecom Europe Limited.

All members of the Group, including the subsidiaries identified in note 6 are considered to be related parties of the Company. In addition where goods and services are bought from entities controlled by key management personnel, directors or shareholders, these controlled entities are considered to be related parties of the Company and Group.

	Parent 2013 $'000	Parent 2012 $'000
Transactions with subsidiaries		
Sale of goods and services to subsidiaries	108,988	82,442
Purchase of goods from subsidiaries	(195)	(130)
Dividends received from subsidiaries	719	-
Operating expenses recharged to subsidiaries	6,426	4,114
Operating expenses recharged by subsidiaries	(5,277)	(2,736)
Support fees charged by subsidiaries	(514)	(431)
Distribution fees charged to subsidiaries	1,984	4,350
Interest received from subsidiary	175	172
Balances with subsidiaries		
Trade and other receivables	8,209	9,680
Advances due from subsidiaries	6,891	3,795
Provision for impairment of amounts due	(1,161)	(1,393)
Trade and other payables	(557)	(480)
Advances due to subsidiaries	(7,414)	(5,466)
Loans to subsidiary	1,641	1,641

On 23 November 2011, the Company entered into an NZD 2,000,000 (USD 1,641,000) loan with Oceanic Communications (New Zealand) Limited. This loan, which is receivable on demand, was outstanding as at reporting date. At reporting date the interest rate payable on this loan was 11.10% per annum (2012, 10.59%).

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Transactions with other related parties				
Freight, IT and other services	620	405	561	234
Balances with other related parties				
Trade and other payables	(104)	(176)	(97)	(45)
Trade and other receivables	21	-	21	-

Transactions with Director

On 23 November 2011, Oceanic Communications Limited borrowed a NZ dollar denominated loan from a director of the Company for NZD 1,000,000 (USD 820,210 – refer note 19). At reporting date the interest rate payable on this loan was 11.10% (2012, 10.59%). Interest paid on this loan amounted to USD 87,531 (2012, USD 86,258).

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Transactions with shareholders				
Management fees	(136)	(289)	(136)	(289)
Interest	(58)	(60)	(58)	(60)
Operating expenses recharged	(496)	(63)	(496)	(62)
Balances with shareholders				
Trade / other payables	(268)	(210)	(58)	(210)
Trade / other receivables	22	27	22	27
Shareholder advances Due	7	6	7	6
Shareholder advances payable	(2)	(2)	(2)	(2)
Shareholder current accounts receivable	292	-	292	-
Shareholder current accounts payable	(189)	(189)	(189)	(189)
Shareholder loans	(800)	(800)	(800)	(800)

Shareholder advances are interest-free and are repayable on demand. Operating expenses are primarily related to administrative costs and provision of office space and IT services. Shareholder loans are discussed further in note 19.

18. Provisions

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Opening balance	-	636	-	636
Additional provisions	-	-	-	-
Provisions utilised / (reversed)	-	(636)	-	(636)
Change in present value	-	-	-	-
Closing balance	-	-	-	-

In 2012 the Company released a provision to the statement of comprehensive income initially recognised in 2011 for obligations arising from the purchase of assets that it no longer deemed necessary.

19. Interest bearing liabilities

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Current				
Loans from related parties (note 17)	820	820	820	820
Shareholder Loans	800	800	800	800
Finance lease liability	62	16	62	-
Bank of New Zealand	4,317	3,959	-	-
	5,999	**5,595**	**1,682**	**1,620**
Non-current				
Finance lease liability	228	-	228	-
	228	-	**228**	-
Total interest bearing liabilities	**6,227**	**5,595**	**1,910**	**1,620**

PNG – BSP Facility
Oceanic Communications (PNG) Limited renewed its PGK 10,000,000 (USD 4,003,523) overdraft facility with the Bank of South Pacific (BSP) in December 2013 (2012: PGK 10,000,000 (USD 4,470,000). This facility is secured by way of a first registered fixed and floating charge over the assets and undertakings of Oceanic Communications (PNG Limited), including called but unpaid and uncalled capital. In addition, Oceanic Communications Limited has provided BSP with a guarantee and indemnity in relation to the bank overdraft facilities including certain negative pledge arrangements. As at reporting date the overdraft facility was undrawn (2012, nil).

NZ – BNZ Facility
In November 2011 Oceanic Communications (New Zealand) Limited entered into a USD 5,000,000 facility agreement with the Bank of New Zealand (BNZ). In December 2012 this facility was increased to USD 6,000,000. At reporting date the Company had drawn down loans of USD 3,959,000 (2012: 4,317,000) against this facility. The loans are repayable prior to 18 June 2014. The facility expires on 30 November 2014.The BNZ facility is secured by way of a General Security Agreement over all current and after acquired property of the Oceanic Communications (New Zealand) Limited. In addition Oceanic Communications Limited has guaranteed the repayment of the loans and has also subordinated amounts outstanding from Oceanic Communications (New Zealand) Limited in favour of the BNZ loans.

Interest on the loans range from 3.22% to 3.36% per annum (2012: 3.97% - 4.07% per annum). Interest is payable in New Zealand Dollars. The facility is subject to compliance with certain debt covenants. Oceanic Communications (New Zealand) Limited has complied with these covenants.

Shareholder loans
On 23 November 2011, Oceanic Communications Limited entered into a USD 800,000 loan with Facey Telecom Europe Limited, a shareholder of the Company. At reporting date the interest rate payable on this loan was 7.24% (2012, 7.31%).

Gross finance lease liabilities – minimum lease payments

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
No later than 1 Year	81	17	81	-
Later than 1 year and no later than 5 years	296	-	296	-
	377	17	377	-
Less future financial charges on finance lease	(87)	(1)	(87)	-
Present value of finance lease liabilities	**290**	**16**	**290**	**-**
The present value of finance lease liability is as follows:				
No later than 1 year	62	16	62	-
Later than 1 year and no later than 5 years	228	-	228	-
	290	**16**	**290**	**-**

20. Classification of financial instruments

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Loans and receivables				
Assets				
Cash and cash equivalents	9,499	18,338	1,468	3,056
Other deposits	3,981	4,938	-	-
Trade and other receivables	24,588	16,994	214	382
Related party receivables	342	55	15,920	13,781
	38,410	**40,325**	**17,602**	**17,219**
Liabilities measured at amortised cost				
Trade and other payables	40,797	49,515	7,781	9,640
Shareholder loans	2	2	2	2
Related party payable	457	569	8,315	6,828
Interest bearing liabilities	6,227	5,595	1,910	1,620
	47,483	**55,681**	**18,008**	**18,090**

The Company and Group have no other class of financial instruments.

21. Contingencies

There are no contingent assets or liabilities associated with the Group or Company as at reporting date (2012, Nil).

22. Commitments

Capital commitments

Neither the Group nor parent Company had any outstanding material capital commitments as at reporting date (2012, Nil).

Operating lease commitments

The Group (in its capacity as lessee) leases certain items of property, plant and equipment. Non-cancellable rentals payable under these operating leases are payable as follows:

	Group 2013 $'000	Group 2012 $'000	Parent 2013 $'000	Parent 2012 $'000
Within 1 year	775	1,041	122	114
Later than 1 year but not later than 5 years	172	392	130	218
Later than 5 years	3	-		-
	950	**1,433**	**252**	**332**

23. Subsequent events

There have been no events subsequent to balance date that require disclosure in the financial statements.

Oceanic Communications (New Zealand) Limited

Financial Statements

For the year ended 31 December 2013

Oceanic Communications (New Zealand) Limited
Table of contents

Oceanic Communications (New Zealand) Limited
Directors' declaration
for the year ended 31 December 2013

In the opinion of the directors of Oceanic Communications (New Zealand) Limited ('the Company'), the financial statements and accompanying notes, on pages 4 to 17:

- comply with New Zealand generally accepted accounting practice and give a true and fair view of the financial position of the Company as at 31 December 2013 and the results of operations for the year ended on that date, and
- have been prepared using appropriate accounting policies which have been consistently applied and supported by reasonable judgments and estimates.

The directors believe that proper accounting records have been kept which enable, with reasonable accuracy, the determination of the financial position of the Company and facilitate compliance of the financial statements with the Financial Reporting Act 1993.

The directors consider that they have taken adequate steps to safeguard the assets of the Company, and to prevent and detect fraud and other irregularities. Internal control procedures are also considered to be sufficient to provide reasonable assurance as to the integrity and reliability of the financial statements.

With the unanimous agreement of all shareholders, the Company has taken advantage of the reporting concessions available to it under section 211(3) of the Companies Act 1993.

The Board of Directors of the Company authorised these financial statements presented on pages 4 to 17 for issue on 21 March 2014.

For and on behalf of the Board of Directors:

John Edmond	Michael Zino
Director	**Director**
21 March 2014	21 March 2014

Oceanic Communications (New Zealand) Limited
Company directory

Nature of business	Distribution
Registered office	Level 10 I-centre 50 Manners Street Wellington
Company incorporation number	2210202
Company IRD number	102-186-346
Directors	John Edmond Michael Zino
Shareholder	Oceanic Communications Limited
Auditor	PricewaterhouseCoopers
Banks	Bank of New Zealand
Solicitor	Nowland Gordon & Associates

Oceanic Communications (New Zealand) Limited
Statement of comprehensive income
for the year ended 31 December 2013
(in US dollars)

	Notes	2013 $'000	2012 $'000
Revenue		63,259	43,444
Cost of sales		(59,849)	(40,170)
Gross profit		**3,410**	**3,274**
Distribution expenses		(405)	(348)
Other expenses	1	(998)	(899)
Total operating expenses		**(1,403)**	**(1,247)**
Operating profit before financing costs		**2,007**	**2,027**
Net finance (expense)	2	(370)	(392)
Profit before income tax		**1,637**	**1,635**
Income tax expense	3	(477)	(457)
Profit for the year attributable to owners of the Company		**1,160**	**1,178**
Other comprehensive income		-	-
Total comprehensive income attributable to the owners of the Company		**1,160**	**1,178**

The notes on page 7 to 17 are an integral part of these financial statements

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Oceanic Communications (New Zealand) Limited
Statement of changes in equity
for the year ended 31 December 2013
(in US dollars)

	Foreign currency translation reserve $'000	Contributed equity $'000	Retained earnings $'000	Total equity $'000
Balance as at 1 January 2012	**(78)**	**-**	**1,669**	**1,591**
Profit for the year	-	-	1,178	1,178
Change in functional currency	78		(78)	-
Total comprehensive income	**78**	**-**	**1,100**	**1,178**
Transactions with owners				
- Dividends paid	-	-	-	-
- Issued capital	-	-	-	-
Balance as at 31 December 2012	**-**	**-**	**2,769**	**2,769**
Profit for the year	-	-	1,160	1,160
Total comprehensive income	**-**	**-**	**1,160**	**1,160**
Transactions with owners				
- Dividends paid	-	-	-	-
- Issued capital	-	-	-	-
Balance as at 31 December 2013	-	-	**3,929**	**3,929**

The notes on page 7 to 17 are an integral part of these financial statements

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Oceanic Communications (New Zealand) Limited

Statement of financial position

as at 31 December 2013

(in US dollars)

	Notes	2013 $'000	2012 $'000
Assets			
Cash and cash equivalents	6	25	48
Other deposits	7	3,981	4,939
Trade and other receivables	8	16,925	11,709
Related party receivables	9	2,804	3,063
Inventories	10	5,187	6,700
Total current assets		**28,922**	**26,459**
Property, plant and equipment	5	10	19
Deferred tax asset	4	20	12
Total non-current assets		**30**	**31**
Total assets		**28,952**	**26,490**
Equity			
Contributed equity	11	-	-
Retained earnings		3,929	2,769
Total equity		**3,929**	**2,769**
Liabilities			
Trade and other payables	12	11,604	10,657
Related party payables	13	6,523	6,546
Interest bearing liabilities - current	15	5,958	5,600
Income tax payable		938	918
Total current liabilities		**25,023**	**23,721**
Total equity & liabilities		**28,952**	**26,490**

On behalf of the board

John Edmond
Director

21 March 2014

Michael Zino
Director

21 March 2014

The notes on pages 7 to 17 are an integral part of these financial statements

General Information

Oceanic Communications (New Zealand) Limited ('the Company') provides procurement, distribution and logistical services.

The Company is a limited liability company incorporated and domiciled in New Zealand. The address of its registered office is 50 Manners Street, Wellington.

Basis of preparation

Statement of compliance

The financial statements have been prepared in accordance with New Zealand generally accepted accounting practice. They comply with the New Zealand equivalents to International Financial Reporting Standards (NZ IFRS) and other applicable Financial Reporting Standards as appropriate to a profit-oriented entity that qualifies for and applies differential reporting concessions. The Company is a profit-oriented entity. The Company is a reporting entity for the purposes of the Financial Reporting Act 1993 and these financial statements comply with that Act and the Companies Act 1993.

The Company qualifies for differential reporting exemptions as it has no public accountability, and there is no separation between the owners and governors of the Company. All available reporting exemptions allowed under the Framework for Differential Reporting have been adopted in these financial statements except for NZ IAS 12*: Income Taxes* which has been applied in full.

Basis of measurement

The financial statements are prepared on the historical cost basis.

Significant accounting policies

The principal accounting policies adopted in the preparation of the financial statements are set out below.

Foreign currency translation

Functional and presentation currency

These financial statements are presented in United States dollars, which is the Company's functional currency and presentation currency. Refer to change in accounting policy and accounting estimate on page 10.

Transactions and balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in the statement of comprehensive income.

Property, plant and equipment

Owned assets

All items of property, plant and equipment are stated at historical cost less accumulated depreciation and impairment losses. Historical cost includes expenditure that is directly attributable to the acquisition of the items.

Subsequent costs

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Company and the cost of the item can be measured reliably. All other costs (including repairs and maintenance) are charged to the statement of comprehensive income during the financial period in which they are incurred.

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Depreciation

Depreciation is calculated on the straight-line basis to write-off the cost of the assets to their residual values over their estimated useful lives as follows:

Leasehold improvements	20%
IT equipment	30% - 48%
Furniture and Fittings	26% - 30%
Plant and Equipment	29%

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated residual value. The carrying values of assets are assessed for indicators of impairment annually.

Gains and losses on disposals are determined by comparing proceeds with carrying amount. These are included in the statement of comprehensive income.

Impairment of non-financial assets

Assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs to sell and value in use. For the purposes of assessing impairment, assets are grouped at the lowest level for which there are separately identifiable cash flows (cash generating units).

Non-derivative financial instruments

Non-derivative financial instruments comprise trade and other receivables (excluding prepayments), cash and cash equivalents, advances from related parties, interest bearing liabilities, and trade and other payables.

These financial instruments are recognised initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition non-derivative financial instruments are measured at amortised cost using the effective interest method, less any impairment losses.

A financial instrument is recognised if the Company becomes a party to the contractual provisions of the instrument. Financial assets are derecognised if the Company's contractual rights to the cash flow from the financial assets expire or if the Company transfers the financial asset to another party without retaining control or substantially all the risks and rewards of the asset.

Purchases and sales of financial assets are accounted for at trade date, i.e. the date that the Company commits itself to purchase or sell the asset. Financial liabilities are derecognised if the Company's obligations specified in the contract expire or are discharged or cancelled.

Cash and cash equivalents

Cash and cash equivalents comprise cash on hand and short term deposits, with original maturities of three months or less and bank overdrafts. Bank overdrafts are shown within interest bearing liabilities in current liabilities on the statement of financial position.

Trade and other receivables

Trade receivables are recognised initially at fair value and subsequently measured at amortised cost, less provision for doubtful debts.

A provision for impairment of trade receivables is established when there is objective evidence that the Company will not be able to collect all amounts due according to the original terms of the receivables. Significant financial difficulties of the debtor, probability that the debtor will enter bankruptcy or financial reorganisation, and default or delinquency in payments (more than 60 days overdue) are considered indicators that the trade receivable is impaired. The amount of the provision is the difference between the asset's carrying amount and the present value of estimated future cash flows, discounted at the original effective interest rate. The amount of the loss is recognised in the statement of comprehensive income within 'other expenses'.

Inventories

Inventories are measured at the lower of average cost and net realisable value. Cost is based on the average cost incurred in acquiring the inventories and bringing them to their existing location and condition. Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and selling expenses.

Share capital

Ordinary shares are classified as equity.

Incremental costs directly attributable to the issue of new ordinary shares are recognised in equity as a deduction, net of tax, from the proceeds.

Funding costs

Funding costs are interest and other costs incurred by the Company in connection with the borrowing of funds.

Funding costs are expensed as incurred unless they relate to qualifying assets. Qualifying assets are assets which take more than 12 months to get ready for their intended use or sale. In these circumstances, borrowing costs are capitalised to the cost of the asset. Where funds are borrowed specifically for the acquisition, construction or production of a qualifying asset, the amount of borrowing costs capitalised are those incurred in relation to that borrowing, net of any interest earned on those borrowings.

Trade and other payables

These amounts represent liabilities for goods and services provided to the Company prior to the end of the financial period which are unpaid. The amounts are unsecured and are usually paid within 30 days of recognition.

Trade payables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method.

Revenue

Sale of goods and services

Revenue comprises the fair value of the consideration received or receivable for the sale of goods and services in the ordinary course of the Company's activities. Revenues represent the invoice value of goods and services sold to customers, net of local sales taxes, GST, and other value added taxes, and after deducting discounts and allowances.

Revenue from telecommunications products comprises revenue from the sales of mobile phones. These products are sold under contractual agreements. Revenue from the sale of mobile phones is recognised on a gross basis as management has determined that the Company acts as a principal in relation to these transactions, due to the fact that the Company bears the majority of risk, principally credit and inventory risk, in relation to such transactions, and acts as primary obligor.

Revenue from the sale of goods and services is recognised in the statement of comprehensive income when the significant risks and rewards of ownership have been transferred to the buyer. No revenue is recognised if there are significant uncertainties regarding recovery of the consideration due, associated costs or the possible return of goods, or where there is continuing management involvement with the goods.

Unbilled revenue represents accrued revenue where the risks and rewards have been transferred to the customer but the revenue has not been invoiced.

Finance income / (expense)

Finance income/expense comprises interest income and interest expense. Interest income and expense is recognised as it accrues, using the effective interest method.

Current and deferred tax

The tax expense comprises current and deferred tax. Tax expense is recognised in the statement of comprehensive income. The income tax expense or revenue is the tax payable on the current period's accounting surplus based on the national income tax rate, adjusted for permanent differences between accounting and tax rules.

Deferred tax assets and liabilities are recognised for temporary differences at the tax rates expected to apply when the assets are recovered or liabilities are settled. The relevant tax rates are applied to the cumulative amounts of deductible and taxable temporary differences to measure the deferred tax asset or liability. An exception is made for certain temporary differences arising from the initial recognition of an asset or a liability. No deferred tax asset or liability is recognised in relation to these temporary differences if they arose in a transaction, other than a business combination, that at the time of the transaction did not affect either accounting profit or taxable profit or loss.

Deferred tax assets are recognised for deductible temporary differences and unused tax losses only to the extent that is probable that future taxable amounts will be available to utilise those temporary differences and losses.

Goods and services tax

All amounts are shown exclusive of Goods and Services Tax ('GST'), except for receivables and payables that are stated inclusive of GST (where applicable).

Capital risk management

The Company's objectives when managing capital are to safeguard the Company's ability to continue as a going concern in order to provide returns for shareholders and to maintain an optimal capital structure to reduce the cost of capital.

Changes in accounting policy

There have been no changes in accounting policy during the year.

Critical accounting estimates

Functional currency

The functional currency is the currency of the primary economic environment in which the Company operates. Determination of functional currency involves significant judgment and other companies may make different judgements based on similar facts. The Group reconsiders its functional currency if there is a change in the underlying transactions, events and conditions which determine its primary economic environment.

The functional currency of the Company has previously been New Zealand dollars. The majority of the Company's purchases of handsets are in United States dollars. Management has considered the guidance in NZ IAS 21 to determine which of these currencies should be adopted as the Company's functional currency. The guidance in the accounting standard requires consideration of the following factors:

- The primary economic environment where the Company generates and expends cash
- The currency that influences the sales price of its goods
- The currency that influences its costs.
- The currency which its finances its operations in.
- The currency in which receipts from operations are usually retained.

Management considers that the indicators are mixed and has exercised its judgement to determine that United States dollars more faithfully represents the economic effects of the underlying transactions. The factors which gave rise to this conclusion were as follows:

- The value of the Unites States dollar may influence the sales price of handsets.
- The cost of handsets is influenced by United States dollars.
- The majority of the finance utilised by the company is denominated in United States dollars.

Revenue recognition - distribution of telecommunication products

A significant portion of the Company's revenue arises from the distribution of mobile telephones. Management has considered the guidance in NZ IAS 18 to determine whether the Company is acting as a principal or an agent in the

distribution of these products, which guidance requires consideration of the following factors in making that determination:

- Whether the Company is primary obligor i.e., whether the Company has primary responsibility for the provision of the good or service being sold;
- Whether the Company bears a substantial amount of the inventory risk;
- Whether the Company bears credit risk;
- Whether the Company has autonomy in determination of the prices for which it sells the products; and,
- Whether margins earned are a fixed percentage or fixed dollar amount.

Management has exercised its judgement, and has determined that gross presentation more faithfully represents the substance of the distribution of mobile telephones. The factors which gave rise to this conclusion were as follows:

- The Company acts as primary obligor;
- The Company bears some amount of inventory risk; and
- The Company bears credit risk.

1. Other expenses

	2013 $'000	2012 $'000
Depreciation	9	8
Audit fees paid to PricewaterhouseCoopers	18	19
Other professional fees	8	3
Insurance	170	117
Building costs	48	44
Bad debts	(30)	-
Employee benefits	692	622

2. Net finance (expense)

	2013 $'000	2012 $'000
Interest income	98	76
Interest expense	(468)	(468)
Net finance (expense)	**(370)**	**(392)**

3. Income tax expense

	2013 $'000	2012 $'000
Income tax expense		
Current income tax expense	485	452
Deferred tax expense	(8)	5
	477	**457**
Reconciliation of effective tax rate		
Profit before income tax	1,637	1,635
Income tax expense at 28% (2012, 28%)	458	457
Non-deductible expenses	-	-
Prior year adjustment to current tax	19	-
	477	**457**

4. Deferred tax

	2013 $'000	2012 $'000
Deferred tax asset		
Trade receivable impairments	4	12
Accruals	16	-
	20	**12**
Movements charged to tax expense		
Trade receivable impairments	(8)	(5)
Accruals	16	-
	8	(5)

Deferred tax assets are recognised to the extent that the realisation of the related tax benefit through future taxable profits is probable.

5. Property, plant & equipment

	Furniture & Fittings	IT equipment	Leasehold Improvements	Plant & Equipment	Total
	$'000	$'000	$'000	$'000	$'000
31 December 2012					
Cost	15	21	5	3	44
Accumulated depreciation	(4)	(16)	(4)	(1)	(25)
Carrying value	**11**	**5**	**1**	**2**	**19**
31 December 2013					
Cost	15	22	5	3	45
Accumulated depreciation	(9)	(20)	(4)	(2)	(35)
Carrying value	**6**	**2**	**1**	**1**	**10**

6. Cash & cash equivalents

	2013 $'000	2012 $'000
Cash at bank and on hand	24	23
Call deposits	1	25
	25	**48**

Oceanic Communications (New Zealand) Limited
Notes to the financial statements
for the year ended 31 December 2013
(in US dollars)

7. Other deposits

Other deposits represent funds held in a separate interest bearing account. Access to these funds is restricted and may only be paid in a manner consistent with the instructions of one of the Company's suppliers. The Company is entitled to any interest accruing on the funds deposited.

8. Trade and other receivables

	2013	2012
	$'000	$'000
Trade receivables	10,228	5,989
Provision for doubtful debts	(14)	(45)
Prepayments	12	80
GST receivable	-	267
Unbilled revenue	6,699	5,418
	16,925	**11,709**

9. Related party receivables

	2013	2012
	$'000	$'000
Advances to related parties	2,804	3,063
	2,804	**3,063**

10. Inventories

	2013	2012
	$'000	$'000
Finished goods	**5,187**	**6,700**

Inventories comprise primarily mobile handsets and other associated telecommunications consumables.

11. Contributed equity

100 ordinary shares are unpaid and uncalled as at 31 December 2013 and 2012.

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Oceanic Communications (New Zealand) Limited
Notes to the financial statements
for the year ended 31 December 2013
(in US dollars)

12. Trade and other payables

	2013 $'000	**2012** $'000
Trade payables	11,604	10,657
	11,604	**10,657**

13. Related party payables

	2013 $'000	**2012** $'000
Trade payables to related parties	6,523	6,546
	6,523	**6,546**

14. Related party transactions

Identity of related parties

Oceanic Communications (New Zealand) Limited is a wholly owned subsidiary of Oceanic Communications Limited, which is ultimately owned equally by Oceanic Holdings (International) Limited and Facey Telecom Europe Limited. All shareholders and entities related to Oceanic Holdings (International) Limited and Facey Europe Limited are considered to be related parties.

Transactions with other group related parties

During the year the following transactions were undertaken with related parties:	**2013** $'000	**2012** $'000
Purchases from related parties	59	117

As at reporting date the following amounts were outstanding with related parties:	**2013** $'000	**2012** $'000
Amounts owing from related parties	-	-
Amounts owing to related parties	5	55

Transactions with shareholders

On 23 November 2011, the Company entered into an NZD 2,000,000 loan with Oceanic Communications Limited. This loan, which is repayable on demand, was outstanding as at reporting date. At reporting date the interest rate payable on this loan was 11.10% per annum (2012, 10.59%). In 2013 interest paid on the loan amounted to USD 175,141 (2012, USD 172,059).

During the year the following transactions were undertaken with shareholders:	**2013** $'000	**2012** $'000
Sale of handsets	153	130
Purchase of handsets	57,820	39,268
Other purchases	782	873

As at reporting date the following amounts were outstanding with shareholders:	**2013** $'000	**2012** $'000
Included within related party payables	(6,518)	(6,491)
Included within related party receivables	2,804	3,063
Included within interest bearing liabilities	(1,641)	(1,641)

15. Interest bearing liabilities - current

	2013 $'000	**2012** $'000
Shareholders loans	1,641	1,641
Bank of New Zealand	4,317	3,959
	5,958	**5,600**

In November 2011 the Company entered into a USD 5,000,000 facility agreement with the Bank of New Zealand ('BNZ'). In December 2012 this facility was increased to USD 6,000,000. At reporting date the Company had drawn down loans of USD 4,317,116 against this facility. The loans are repayable prior to 18 June 2014 and have been classified as interest bearing current liabilities. The facility expires on 30 November 2014.

The facility is secured by way of a General Security Agreement over all current and after acquired property of the Company. In addition Oceanic Communications Limited has guaranteed the repayment of the Company's loans and has also subordinated its indebtedness in favour of the BNZ loans.

Interest on the loans range from 3.22% to 3.36%. Interest is payable in New Zealand Dollars. The facility is subject to compliance with certain debt covenants. The Company has complied with these covenants.

16. Classification of financial instruments

	2013	2012
	$'000	$'000
Assets		
Cash and cash equivalents	25	48
Other deposits	3,981	4,939
Trade and other receivables	16,913	11,362
Related party receivables	2,804	3,063
	23,723	**19,412**
Liabilities		
Trade and other payables	11,604	10,657
Advances from related parties	6,523	6,546
Interest bearing liabilities	5,958	5,600
	24,085	**22,803**

The only type of financial instruments the Company has are those disclosed above.

17. Contingencies

The Company had no contingent assets or liabilities as at reporting date (2012, Nil).

18. Commitments

Capital commitments

The Company had no outstanding material capital commitments as at reporting date (2012, Nil).

Operating lease commitments

The Company does not have any lease commitments at reporting date (2012, Nil).

19. Subsequent events

There have been no subsequent events after 31 December 2013 that require disclosure in the financial statements.

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Independent Auditors' Report

to the shareholders of Oceanic Communications (New Zealand) Limited

Report on the Financial Statements

We have audited the financial statements of Oceanic Communications (New Zealand) Limited on pages 4 to 17, which comprise the statement of financial position as at 31 December 2013, the statement of comprehensive income and the statement of changes in equity for the year then ended, and the notes to the financial statements that include a summary of significant accounting policies and other explanatory information.

Directors' Responsibility for the Financial Statements

The Directors are responsible for the preparation of these financial statements in accordance with generally accepted accounting practice in New Zealand and that give a true and fair view of the matters to which they relate and for such internal controls as the Directors determine are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with International Standards on Auditing (New Zealand) and International Standards on Auditing. These standards require that we comply with relevant ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider the internal controls relevant to the Company's preparation of financial statements that give a true and fair view of the matters to which they relate, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

We have no relationship with, or interest in, Oceanic Communications (New Zealand) Limited other than in our capacities as auditors and providers of taxation services. These services have not impaired our independence as auditors of the Company.

PricewaterhouseCoopers, 113 – 119 The Terrace, PO Box 243, Wellington 6140, New Zealand
T: +64 (4) 462 7000, F: +64 (4) 462 7001, www.pwc.com/nz

pwc

Independent Auditors' Report

Oceanic Communications (New Zealand) Limited

Opinion

In our opinion, the financial statements on pages 4 to 17:

(i) comply with generally accepted accounting practice in New Zealand; and

(ii) give a true and fair view of the financial position of the Company as at 31 December 2013, and its financial performance for the year then ended.

Report on Other Legal and Regulatory Requirements

We also report in accordance with Sections 16(1)(d) and 16(1)(e) of the Financial Reporting Act 1993. In relation to our audit of the financial statements for the year ended 31 December 2013:

(i) we have obtained all the information and explanations that we have required; and

(ii) in our opinion, proper accounting records have been kept by the Company as far as appears from an examination of those records.

Restriction on Distribution or Use

This report is made solely to the Company's shareholders, as a body, in accordance with Section 205(1) of the Companies Act 1993. Our audit work has been undertaken so that we might state to the Company's shareholders those matters which we are required to state to them in an auditors' report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's shareholders, as a body, for our audit work, for this report or for the opinions we have formed.

PricewaterhouseCoopers

Chartered Accountants

Wellington

27 March 2014

[DRAFT _VERSION 1_NOV 2015]

INTERCOMPANY TERM LOAN AGREEMENT

PARTIES

Lender:

Oceanic Communication Limited
Country of incorporation: New Zealand
Company registration number: 1912753, NZBN 9429033582238
Address: 10th Floor The Icentre, 50 Manners Street, Wellington City, Wellington, New Zealand

Borrower

Oceanic Communications Asia Limited
Country of incorporation: Myanmar
Company registration number: No 243 FC
Address: 148B Dhamma Zedi Road, Bahan Township, Yangon

AGREEMENT:

This Agreement sets out the terms on which the Lender has agreed to provide to the Borrower the loan facility as described below:

1. **FACILITY AMOUNT:** USD2,720,000 (two million seven hundred and twenty thousand United States Dollars Only) denominated in United States Dollars
2. **EFFECTIVE DATE**: _______________
3. **REPAYMENT DATE**: ____________
4. **DRAWDOWN**: as agreed from effective date subject to satisfaction of the Conditions Precedent
5. **CONDITIONS PRECEDENT**: Oceanic Communications Asia Limited is a registered Myanmar company
6. **SECURITY AND SUBORDINATION**: all amounts outstanding under the Facility are unsecured
7. **INTEREST RATE**: 10% per annum
8. **INTEREST PERIODS**: the three months periods ending on 31 March, 30 June, 30 September and 31 December of each year
9. **PAYMENT OF INTEREST**: on the last day of each interest period or with the lender's prior written consent, accrued interest may be rolled up and added to the principal outstanding
10. **INTEREST ON LATE PAYMENTS**: 5% per annum above the interest rate
11. **EARLY REPAYMENT BY THE BORROWER**: permitted without penalty at any time in whole or in part on not less than 5 business days' notice given by the Borrower to the Lender

12. **RE-ADVANCES**: the borrower is not entitled to re-borrow any amount repaid or prepaid under the Facility
13. **SPECIAL TERMS:** None
14. **INCORPORATION OF STANDARD TERMS**: This agreement shall be deemed to incorporate the Standard Terms of the Provision of Intercompany Loan Facilities" attached
15. **ENTIRE AGREEMENT**: This agreement, together with the Standard Terms referred to above, constitutes the whole agreement in respect of the loan facilities referred to above

SIGNATURES:

(1) Signed for and on behalf of the LENDER

(2) Signed for and on behalf of the BORROWER

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**this Agreement**") is made in Yangon, Myanmar on this xxx day of xxxx 2015, by and between:

Joint Owners of the Leased Premises	**U AUNG MYO, holder of NRC No. 12/Ka Ta Ta (Naing) 009012,** residing at No. 146, Bo Aung Kyaw Street, Shwe Than Lwin Industrial Zone, Hlaing Tharyar Township; and
	U LIN YOUNG WEE @ U MAUNG AYE, holder of NRC No. 12/Ka Ta Ta (Naing) 023001, residing at No. 144, U Tayuoat Gyi Street, Industrial Zone (4), Hlaing Tharyar Township
	(hereinafter collectively known as, the "**Owners**", which expression shall include their respective successors, legal representatives and permitted assigns.)
Lessee of the Leased Premises	**Oceanic Communications (Asia) Limited,** company number 243FC of 2012-2013 with its registered office at No. 148/B, Dhamma Zedi Road, Bahan Township, Yangon.
	(hereinafter known as "**OCAL**" or the "**Lessee**", which expression shall include their respective successors, legal representatives and permitted assigns.)

For the purposes of this Agreement, each of the Owners and Lessee shall also be

referred to individually, as the "**Party**" and collectively, as the "**Parties**".

In consideration of the mutual consideration and covenants hereinafter set forth, **IT IS HEREBY AGREED** by and between the Parties as follows:

1. The Owners, jointly and severally, warrant that they have the right and authority to enter into this Agreement with the Lessee. The Owners have provided to Lessee proof of their ownership and authority to lease the Leased Premises (as defined below) to Lessee for the Purposes (as defined below). The Lessee has had the opportunity to review the documents listed in Schedule 1. The Owners jointly and severally guarantee to Lessee that there are no encumbrances on the Leased Premises, including but not limited to mortgages on the property.

2. Should changes in ownership of the Leased Premises occur during the duration of this Agreement, then the Owners shall cause and guarantee personally that the present Agreement with all rights and responsibilities shall be transferred to the new owner(s).

3. **Leased Premises**

   (a) The Owners hereby leases to Lessee and Lessee leases from Owners land measuring one hundred and forty feet by five hundred feet (140 x 500 ft) forming part of Land Plot No. 146, Survey Block No. 14, Bo Aung Kyaw Street, Shwe Than Lwin Industrial Zone, Hlaing Tharyar Township, Yangon Region with a total area of 94,875 square feet, which leased area is demarcated in red (approximately only) on the map attached hereto at Schedule 2, together with the R.C Building, Steel Structure with dimensions one hundred feet by three hundred feet (100 x 300 ft) Godown (1 Storey) and 2 Office Floors, together with full water supply, one (1) 500KVA transformer, one (1) new Generator 100 KVA, and the plant and equipment detailed at Schedule 3, all in good condition (the "**Leased Premises**").

   (b) The Lessee shall use the Leased Premises as an office for its staff and warehouse for the storage of mobile phones and other mobile accessories and IT or consumer electronic products and such other products as may be agreed with the Owners from time to time, such agreement not to be unreasonably

withheld (the "**Purposes**").

4. **Term**

(a) The initial term of lease of the Leased Premises shall be for four years, commencing from xx of xxx 2015 to xx of xxx 2019 (the "**Initial Term**"), during which period, the Lessee shall be provided with exclusive possession and use of the Leased Premises with full and unrestricted access to the same twenty-four (24) hours a day, seven (7) days a week without hindrance and interruption.

(b) The Owner shall ensure that no persons are residing on or occupying the Leased Premises during the term of lease.

(c) The Lessee shall renew this lease for two more three year terms, such renewal shall be effected by three months prior to the expiry of the preceding term by (i) execution by the Parties of a new lease agreement on the same terms and conditions as provided herein, save for the amount of rent; and (ii) payment by the Lessee in cash or any other method of payment acceptable to the Owners of the relevant amount of advance rent for the entire renewed term of one year upon execution of the new lease agreement.

(d) Subject to the consecutive renewal of the lease pursuant to clause 4(c) above, the Lessee shall vacate the Leased Premises together with the Lessee's property within thirty (30) days after expiry or termination of the lease term.

5. **Rent and Payments**

The Lessee shall pay the Owners rent in relation to the Leased Premises in accordance with the following schedule:

(a) Rent payment for each year of term of the lease shall be MMK14,300,000 (Fourteen Million, Three Hundred kyats) per month. Monthly rental over the term of the contract can be adjusted in accordance with 5 (d) of this agreement

(b) The amount of MMK128,700,000 (One Huindread and Twenty Eight Million Kyats) shall be paid in cash or any other method of payment acceptable to the Owners, being 9 (nine) months of rent, from xx of xxx 2015 to xx of xxx 2016 upon signing this Agreement, provided that after the aforesaid payment is made by the Lessee, Owners shall without undue delay:

(i) obtain a certified land map (Form 105) and land history (Form 106) of the

Leased Premises from the Yangon City Development Committee ("**YCDC**"), which contents shall be satisfactory to the Lessee and provide the same to the Lessee as soon as practically possible without undue delay; and

(ii) attend at the Office of the Registration of Deeds, Yangon or other relevant Government Department to register this lease by re-executing the same, which registered lease shall be deemed to supersede this Agreement. Processing fees of YCDC for issuance of the certified land map (Form 105) and land history (Form 106), applicable stamp duties and registration fees for such registration shall be borne by the Lessee.

(c) The remainder of the rent for the first year of the Initial Term, in the amount of MMK42,900,000 (Forty Two Million, Nine Hundred Thousand Kyats), being the remaining 3 (three) months of rent for the period commencing from xxx of xxx 2016 to xxx of xxx 2016 of the Initial Term, shall be paid to the Owners within 2 (two) business days after the certified land map (Form 105) and land history (Form 106) of the Leased Premises, which contents shall be satisfactory to the Lessee, are delivered to the Lessee at the Leased Premises.

(d) For subsequent payment years within the term of the agreement, the process set out in 5 (a), (b) and (c) will apply

(e) The Parties agree that the Lessor shall be entitled to an increase in the amount of rent payable during the term of consecutive year renewal at the rate of One and half percent (1.5%) of the aggregate annual rent amount payable during the immediately preceding term of lease of one year.

(f) The Owners shall issue an invoice and provide a receipt of payment to the Lessee each time payment is due and made.

6. **Defects**

Substantial or structural defects occasioned by fire (not misuse by the Lessee), storm, explosion, earthquake, tempest, flood, rainfall, lightning or irresistible force or inevitable accident or damage by war, riot, civil disturbances or other casualty are the liability of the Owners. The Lessee shall immediately inform the Owners, or the authorized representative of the Owners respectively, of all damage to the Leased Premises for whose repair the Owners are contractually

responsible.

7. **Insurance**

The Owners shall have to arrange for and procure overall insurances for the Leased Premises, such insurance shall be paid for by the Lessee.

8. **Taxes**

The Owners shall be responsible to pay all applicable land revenue and property taxes in connection with the Leased Premises. Water tax, electricity and municipal taxes payable to the Government during the term in connection with the leasing of the Leased Premises shall be paid by the Lessee.

9. **Capital Improvements**

Where, with the prior consent of the Owners, capital improvements or addition of new buildings or structures are made to the Leased Premises, the Lessee shall not be under any obligation to restore the Leased Premises to the state and condition existing prior to the Lessee entering upon the same under this Agreement in respect to such improvement and additions. Upon termination or expiry of the final renewed term, the owners shall be entitled to own such capital improvements and additions.

10. **Representations and Warranties**

The Owners, jointly and severally, warrant that they both have the right and authority to enter into this Agreement with the Lessee for the lease of the Leased Premises.

11. **Termination**

(a) This Agreement may be terminated in the following circumstances and the Owners shall refund the balance, if any, of all payments made by the Lessee for the remainder of the term, during which the Lessee does not actually occupy the Premises, which refund amount shall be pro-rated on a thirty-one (31) day basis:

i. If the Owners fail to produce as promised to the Lessee, certified Forms

105 and 106 from the YCDC for the Leased Premises to the Lessee's satisfaction in accordance with clause 5(b)(i) above; or

ii. Any required consent on terms and conditions acceptable to the Lessee in its absolute discretion or a consent is cancelled, lapses, or is otherwise terminated; or

iii. Items of National Heritage or Mineral Deposits (such as Coal, Oil, and Natural Gas) are found upon or under the Land, and the continued use of the Leased Premises for the Purpose is therefore no longer possible; or

iv. On the date of expiry of the term.

(b) The Lessee or its subsequent successor shall have the right to terminate this Agreement for any reason by giving three (3) month’s notice in writing to the Owners at any time, without any liability to pay further rent or other payments due under this Agreement beyond the date of termination in the notice.

(c) If any of the provisions of this Agreement are not materially complied with, the Owner shall notify the Lessee in writing of the Lessee's breach of this Agreement and if such material breach or failure (in so far as it is capable of remedy) remains un-remedied after 30 days from the date of receipt of the Owner's written notice by the Lessee, the Owner may terminate the lease by giving the Lessee 90 (ninety) days' written notice of termination.

12. **Changes in Ownership**

Should changes in ownership of the Leased Premises occur during the duration of the Agreement, then the Owners shall cause and guarantee that the new owners be made subject to the terms and conditions of this Agreement.

13. **Assignment and Sub-letting**

The Lessee may not sub-let the Leased Premises without prior consent of the Owners, such consent shall not be unreasonably withheld. The Lessee may assign its rights and transfer its obligations under this Agreement to a third party in substantially the same line of business as the Lessee during the term and the Owner shall not unreasonably withhold consent. Should a sub-let or assignment occur, the Lessee shall inform and make known to the Owners the identity of the new Lessees, and the Owners shall acknowledge that the rights and obligations of the Lessees under this Agreement shall be transferred to the new Lessees.

14. **Governing Law**

If any dispute or difference arises between the Owners and Lessee on any matter connected with this Lease Agreement or the rights, duties or liabilities of any of the parties in connection with this Agreement then and in every such case the dispute or difference shall be referred to arbitration in accordance with Arbitration Act, 1944 (Myanmar Act No.1V of 1944) and any applicable laws or rules for the time in force in Myanmar. The arbitration proceedings shall be conducted in the English language and in Yangon. Any costs incurred in connection with interpretation shall be borne equally by both parties.

15. **Entire Agreement**

This Agreement and related documents hereto constitute the entire agreement between the Owners and Lessee and no addition hereto nor modification hereof shall be valid unless the same is made in writing and signed by the Owners and the Lessee.

16. **Language**

When this Agreement is translated to another language, this version in the English language shall prevail.

[*The remainder of this page is intentionally left blank; signatures to follow.*]

As this mutually agreed lease for the Leased Premises is read, known and understood, this Agreement is executed on each Party's own free and independent will in the presence of witnesses on the day and year first above written.

Owners		**For and on behalf of the Lessee**
Signature/date………………......	Signature/date…………..........…	Signature/date………................
Name: U Lin Young Wee @ U Maung Aye	Name: U Aung Myo	Name: Michael John Zino
NRC no. 12/Ka Ta Ta (Naing) 023001	NRC no. 12/Ka Ta Ta (Naing) 009012	New Zealand passport no. LH957016
		Designation: Managing Director, Oceanic Communications (Asia) Limited

Witnessed By

Signature/date........................	Signature/date........................	Signature/date.........................
Name: Ma Khin Thida Lin	Name: Ma Nwe Nwe Soe	Name: Bryan Russell Lilley
NRC no. 14/Ma Ma Na (Naing) 149912	NRC no. 11/Ta Ka Na (Naing) 063129	New Zealand passport no. LA667289
Address: 22, Ye Baw 4 St., Phawt Kan Ward, Insein Township, Myanmar	Address: Building 8., Rm-303 Kyan Sit Thar Housing, Hlaing Tharyar Township, Myanmar	Address: No. 2, Fairview Grove, Pun Hlaing Golf Estate, Hlaing Tharyar Township, Yangon, Myanmar

Schedule 1

Various documentation relating to the ownership of the Leased Premises

1. Copy of NRC of the Owners
2. Copy of Grant of Lease (60 years commencing from 22 November 2011) issued by the Department of Human Settlement and Housing Development.

Schedule 2

Land map of Plot No. 146, Survey Block No. 14, Bo Aung Kyaw Street,

Shwe Than Lwin Industrial Zone, Hlaing Tharyar Township, Yangon

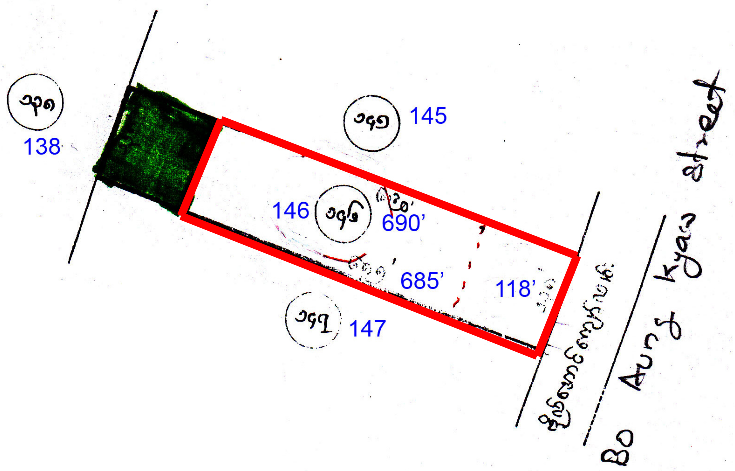
with the approximate area of the Leased Premises demarcated in red

Yangon City

Housing Form
S-22

Map of Land Plot No. 146, Survey Block No. 14, Bo Aung Kyaw Street,
Industrial Zone (Shwe Than Lwin), Hlaing Tharyar Township.

Scale= 1 inch : 200 Feet



Reference

Area

Sq. Feet 94875

Areca 2.178

Surveyor (3)

Surveyor (3)

Surveyor (2)

Officer-in-charge
Survey Sub-section

Department of Human Settlement and Housing Development

Schedule 3

Details and pictures of plant and equipment including air-conditioning units and generators supplied by Owners as part of tenancy

1 (one) no. Generator	100 KVA VOLVO PENTA
	Coolant VCS concentrated
	21485012 (5L)
	21485013 (210L)
1 (one) no. Transformer	500 KVA
	Capacitor pump-160k bar
	VCB-200 Indoor

(   ) nos. air conditioners (split-type)

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**this Agreement**") is made in Manday, Myanmar on this xxx day of xxxx 2015, by and between:

Joint Owners of the Leased Premises	**XXXXXX**
	(hereinafter collectively known as, the "**Owners**", which expression shall include their respective successors, legal representatives and permitted assigns.)
Lessee of the Leased Premises	**Oceanic Communications (Asia) Limited,** company number 243FC of 2012-2013 with its registered office at No. 148/B, Dhamma Zedi Road, Bahan Township, Yangon.
	(hereinafter known as "**OCAL**" or the "**Lessee**", which expression shall include their respective successors, legal representatives and permitted assigns.)

For the purposes of this Agreement, each of the Owners and Lessee shall also be referred to individually, as the "**Party**" and collectively, as the "**Parties**".

In consideration of the mutual consideration and covenants hereinafter set forth, **IT IS HEREBY AGREED** by and between the Parties as follows:

1. The Owners, jointly and severally, warrant that they have the right and authority to enter into this Agreement with the Lessee. The Owners have provided to Lessee proof of their ownership and authority to lease the Leased Premises (as defined below) to Lessee for the Purposes (as defined below). The Lessee has had the opportunity to review the documents listed in Schedule 1. The Owners jointly and

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severally guarantee to Lessee that there are no encumbrances on the Leased Premises, including but not limited to mortgages on the property.

2. Should changes in ownership of the Leased Premises occur during the duration of this Agreement, then the Owners shall cause and guarantee personally that the present Agreement with all rights and responsibilities shall be transferred to the new owner(s).

3. **Leased Premises**

(a) The Owners hereby leases to Lessee and Lessee leases from Owners land measuring situated at Plot nos. 11.12.13 and 14, Block No. Nya Nya 9, Ward No. Nga, Pyi Gyi Tagon Township, Mandalay Region with a total area of {______} (the "**Leased Premises**").

(b) The Lessee shall use the Leased Premises as an office for its staff and warehouse for the storage of mobile phones and other mobile accessories and IT or consumer electronic products and such other products as may be agreed with the Owners from time to time, such agreement not to be unreasonably withheld (the "**Purposes**").

4. **Term**

(a) The initial term of lease of the Leased Premises shall be for four years, commencing from xx of xxx 2015 to xx of xxx 2019 (the "**Initial Term**"), during which period, the Lessee shall be provided with exclusive possession and use of the Leased Premises with full and unrestricted access to the same twenty-four (24) hours a day, seven (7) days a week without hindrance and interruption.

(b) The Owner shall ensure that no persons are residing on or occupying the Leased Premises during the term of lease.

(c) The Lessee shall renew this lease for two more three year terms, such renewal shall be effected by three months prior to the expiry of the preceding term by (i) execution by the Parties of a new lease agreement on the same terms and conditions as provided herein, save for the amount of rent; and (ii) payment by the Lessee in cash or any other method of payment acceptable to the Owners of the relevant amount of advance rent for the entire renewed term of one year

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upon execution of the new lease agreement.

(d) Subject to the consecutive renewal of the lease pursuant to clause 4(c) above, the Lessee shall vacate the Leased Premises together with the Lessee's property within thirty (30) days after expiry or termination of the lease term.

5. **Rent and Payments**

The Lessee shall pay the Owners rent in relation to the Leased Premises in accordance with the following schedule:

(a) Rent payment for each year of term of the lease shall be MMK3,990,000 per month. Monthly rental over the term of the contract can be adjusted in accordance with 5 (d) of this agreement

(b) The amount of MMK47,880,000 for 1 year lease shall be paid in cash or any other method of payment acceptable to the Owners, being 12 months of rent, from xx of xxx 2015 to xx of xxx 2016 upon signing this Agreement, provided that after the aforesaid payment is made by the Lessee, Owners shall without undue delay:

(c) For subsequent payment years within the term of the agreement, the process set out in 5 (a), (b) will apply

(d) The Parties agree that the Lessor shall be entitled to an increase in the amount of rent payable during the term of consecutive year renewal at the rate of One and half percent (1.5%) of the aggregate annual rent amount payable during the immediately preceding term of lease of one year.

(e) The Owners shall issue an invoice and provide a receipt of payment to the Lessee each time payment is due and made.

6. **Defects**

Substantial or structural defects occasioned by fire (not misuse by the Lessee), storm, explosion, earthquake, tempest, flood, rainfall, lightning or irresistible force or inevitable accident or damage by war, riot, civil disturbances or other casualty are the liability of the Owners. The Lessee shall immediately inform the Owners, or the authorized representative of the Owners respectively, of all damage to the Leased Premises for whose repair the Owners are contractually responsible.

7. **Insurance**

The Owners shall have to arrange for and procure overall insurances for the Leased Premises, such insurance shall be paid for by the Lessee.

8. **Taxes**

The Owners shall be responsible to pay all applicable land revenue and property taxes in connection with the Leased Premises. Water tax, electricity and municipal taxes payable to the Government during the term in connection with the leasing of the Leased Premises shall be paid by the Lessee.

9. **Capital Improvements**

Where, with the prior consent of the Owners, capital improvements or addition of new buildings or structures are made to the Leased Premises, the Lessee shall not be under any obligation to restore the Leased Premises to the state and condition existing prior to the Lessee entering upon the same under this Agreement in respect to such improvement and additions. Upon termination or expiry of the final renewed term, the owners shall be entitled to own such capital improvements and additions.

10. **Representations and Warranties**

The Owners, jointly and severally, warrant that they both have the right and authority to enter into this Agreement with the Lessee for the lease of the Leased Premises.

11. **Termination**

(a) This Agreement may be terminated in the following circumstances and the Owners shall refund the balance, if any, of all payments made by the Lessee for the remainder of the term, during which the Lessee does not actually occupy the Premises, which refund amount shall be pro-rated on a thirty-one (31) day basis:

i. If the Owners fail to produce as promised to the Lessee, certified Forms 105 and 106 from the MCDC for the Leased Premises to the Lessee's satisfaction in accordance with clause 5(b)(i) above; or

ii. Any required consent on terms and conditions acceptable to the Lessee in its absolute discretion or a consent is cancelled, lapses, or is otherwise terminated; or

iii. Items of National Heritage or Mineral Deposits (such as Coal, Oil, and Natural Gas) are found upon or under the Land, and the continued use of the Leased Premises for the Purpose is therefore no longer possible; or

iv. On the date of expiry of the term.

(b) The Lessee or its subsequent successor shall have the right to terminate this Agreement for any reason by giving three (3) month's notice in writing to the Owners at any time, without any liability to pay further rent or other payments due under this Agreement beyond the date of termination in the notice.

(c) If any of the provisions of this Agreement are not materially complied with, the Owner shall notify the Lessee in writing of the Lessee's breach of this Agreement and if such material breach or failure (in so far as it is capable of remedy) remains un-remedied after 30 days from the date of receipt of the Owner's written notice by the Lessee, the Owner may terminate the lease by giving the Lessee 90 (ninety) days' written notice of termination.

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12. **Changes in Ownership**

Should changes in ownership of the Leased Premises occur during the duration of the Agreement, then the Owners shall cause and guarantee that the new owners be made subject to the terms and conditions of this Agreement.

13. **Assignment and Sub-letting**

The Lessee may not sub-let the Leased Premises without prior consent of the Owners, such consent shall not be unreasonably withheld. The Lessee may assign its rights and transfer its obligations under this Agreement to a third party in substantially the same line of business as the Lessee during the term and the Owner shall not unreasonably withhold consent. Should a sub-let or assignment occur, the Lessee shall inform and make known to the Owners the identity of the new Lessees, and the Owners shall acknowledge that the rights and obligations of the Lessees under this Agreement shall be transferred to the new Lessees.

14. **Governing Law**

If any dispute or difference arises between the Owners and Lessee on any matter connected with this Lease Agreement or the rights, duties or liabilities of any of the parties in connection with this Agreement then and in every such case the dispute or difference shall be referred to arbitration in accordance with Arbitration Act, 1944 (Myanmar Act No.1V of 1944) and any applicable laws or rules for the time in force in Myanmar. The arbitration proceedings shall be conducted in the English language and in Mandalay. Any costs incurred in connection with interpretation shall be borne equally by both parties.

15. **Entire Agreement**

This Agreement and related documents hereto constitute the entire agreement between the Owners and Lessee and no addition hereto nor modification hereof shall be valid unless the same is made in writing and signed by the Owners and the Lessee.

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16. **Language**

When this Agreement is translated to another language, this version in the English language shall prevail.

[*The remainder of this page is intentionally left blank; signatures to follow.*]

As this mutually agreed lease for the Leased Premises is read, known and understood, this Agreement is executed on each Party's own free and independent will in the presence of witnesses on the day and year first above written.

Owners	**For and on behalf of the Lessee**

Witnessed By

DRAFT

Schedule 1

Various documentation relating to the ownership of the Leased Premises

1. Copy of NRC of the Owners

08/05/2015

Dear Mr. Lilley,

The proposal is intended only for Oceanic Communications (Asia) Limited. It consists the terms and requirements given to Oceanic Communications (Asia) Limited. Please keep the following information confidential.

Floor:	5 (505)	
Leased Area:	147.42 Square Meter	
Rate:	USD 37.5 per sqm; *Total per month:*	*USD $ 5,528.25*
	2 Month Security Deposit:	*USD $ 11,056.5*
	USD 7.5 sq/m Maintenance Service Charge:	*USD $ 1,105.65*
Contract Terms:	1 year lease	
Payment terms:	6 months advance payment and subsequent quarterly payment	
Condition:	Furnished at Tenants expense.	
Inclusive:	Common area (USD 7.5 /sqm MS charge): Cleaning, Operation & Maintenance of Lifts, Escalators & Air-conditioning plant, Common Toilets, etc)	
Non-Inclusive:	Utilities: Electricity is based on YESB rate (government) + 15% administrative fee	
	Air/con usage is Inclusive of Rental rate during Office hour (8:00 am to 8:00 pm) from Monday to Friday. Charges apply after hours and on weekends.	
	Generator charges on current fuel rates.	
	Telephone charges based on MPT rate + 15% administrative fee	

Total Amount: **USD $ 79,606.8 per annum (inclusive of maintenance and service fee)**

08/05/2015

Dear Mr. Lilley,

The proposal is intended only for Oceanic Communications (Asia) Limited. It consists the terms and requirements given to Oceanic Communications (Asia) Limited. Please keep the following information confidential.

Floor:	5 (512)	
Leased Area:	97.5 Square Meter	
Rate:	USD 42.5 per sqm; *Total per month:*	*USD $ 4,143.75*
	2 Month Security Deposit:	*USD $ 8,287.5*
	USD 7.5 sq/m Maintenance Service Charge:	*USD $ 731.25*
Contract Terms:	1 year lease	
Payment terms:	6 months advance payment and subsequent quarterly payment	
Condition:	Furnished at Tenants expense.	
Inclusive:	Common area (USD 7.5 /sqm MS charge): Cleaning, Operation & Maintenance of Lifts, Escalators & Air-conditioning plant, Common Toilets, etc)	
Non-Inclusive:	Utilities: Electricity is based on YESB rate (government) + 15% administrative fee	
	Air/con usage is Inclusive of Rental rate during Office hour (8:00 am to 8:00 pm) from Monday to Friday. Charges apply after hours and on weekends.	
	Generator charges on current fuel rates.	
	Telephone charges based on MPT rate + 15% administrative fee	
Total Amount:	**USD $ 58,500 per annum (inclusive of maintenance and service fee)**	

08/05/2015

Dear Mr. Lilley,

The proposal is intended only for Oceanic Communications (Asia) Limited. It consists the terms and requirements given to Oceanic Communications (Asia) Limited. Please keep the following information confidential.

Floor:	5 (513)	
Leased Area:	86.64 Square Meter	
Rate:	USD 42.5 per sqm; *Total per month:*	*USD $ 3,682.2*
	2 Month Security Deposit:	*USD $ 7,364.4*
	USD 7.5 sq/m Maintenance Service Charge:	*USD $ 649.8*
Contract Terms:	1 year lease	
Payment terms:	6 months advance payment and subsequent quarterly payment	
Condition:	Furnished at Tenants expense.	
Inclusive:	Common area (USD 7.5 /sqm MS charge): Cleaning, Operation & Maintenance of Lifts, Escalators & Air-conditioning plant, Common Toilets, etc)	
Non-Inclusive:	Utilities: Electricity is based on YESB rate (government) + 15% administrative fee	
	Air/con usage is Inclusive of Rental rate during Office hour (8:00 am to 8:00 pm) from Monday to Friday. Charges apply after hours and on weekends.	
	Generator charges on current fuel rates.	
	Telephone charges based on MPT rate + 15% administrative fee	

Total Amount: **USD $ 51,984 per annum (inclusive of maintenance and service fee)**



Yangon Factory





Yangon Factory





Yangon Factory




Mandalay warehouse
F
SMILE!
YOU'RE ON CAMERA


Mandalay warehouse
E



Mandalay warehouse


Mandalay warehouse


Mandalay warehouse



Mandalay warehouse


Heldan Centre - Office
Heldan Centre - Office space
oceanic
communications limited

1. Production process

This is a standard manufacturing process starting with a sales order from the customer; sales order received for production of vouchers top up cards or bank statement or monthly utility invoices. Accompanying sales order is electronic files containing key production information. Electronic information can be serial codes for voucher or top ups cards. For production printing customer ID and transactional data are required for monthly statements. Electronic data is stored in a secure onsite data centre. (Example below)

Once pre-production is completed raw materials and electronic files are loaded into production machines, examples of the production machines for voucher top up and production printing are below. Production capacity for voucher and top up cards can be up to 50,000 cards per house. Similar volumes are produced for digital production printing though digital production offers a wider range of products from university books, securitised event tickets e.g. football games (example below) or special events e.g. concerts or weddings which are lower volumes through to telecom invoices

(example below), utility invoices or bank statements which can be larger volumes

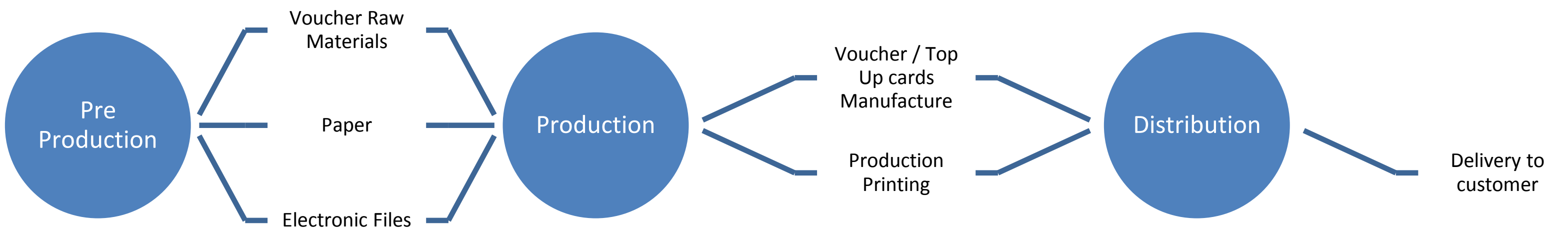


Figure 1

Voucher / Top Up Card and Production Printing Machines



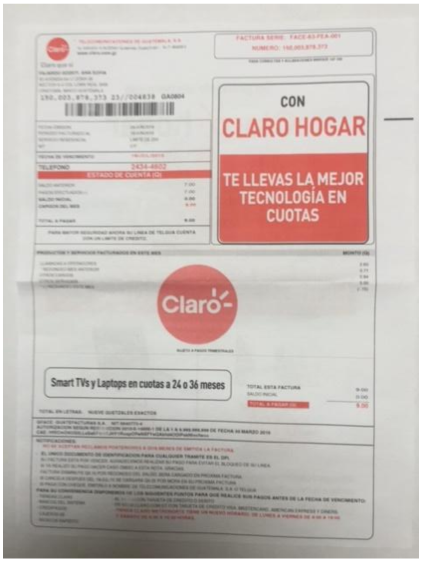


Secure Data Centre Servers and Racks storing electronic customer data used in production



Output from Production Printing

A Telco Invoice and football tickets





2. **Revenue: as per P&L, your revenue includes revenue from the sales of cards, the sales of handset, fulfillment fee and other income. We understand that your business is to produce and distribute the vouchers. Can you please help to explain us on the other revenue especially the revenue from selling of handset**

Revenue (9 revenue streams)

- Registration Service

Collection of paper forms, turning forms into an electronic form (scanning) uploading electronic image to customer database. OCAL charges a fee MMK per scan.

- **Warehouse Service**

Provide mass storage and inventory management of specialised telecommunications products requiring multiple serial coding layers

- **Delivery Service**

OCAL delivers customer's orders from warehouses located in Yangon and Mandalay to a customer's distributors or customers stores. OCAL charges a mixture of fixed and variable fees for delivery services

- **Fulfilment Service**

Fulfilment service is a simple manufacture process for

1. Customer Starter Packs containing a Sim card and customer registration form (refer (1) registration service) bundled into a cardboard sleeve.
2. Handsets where a mobile network operators Sim, marketing collateral and sometimes memory card are inserted into a handset before dispatch to a mobile operators customer
3. Other permutations like bundling can also occur

Fulfilment service fee is based on the manufacture process and the complexity and varies with volume.

- **Management Fee**

Fee to cover fixed operating costs like warehouse rental, storage racks, labour, insurance, expat salaries and other management services.

- **Handset Service**

A tailored service provided to a mobile network operators B2B/SME customers who receive a mobile handset selected from a catalogue or web site. The handset is fulfilled with a Sim and often an SD memory card loaded, along with customised packaging (customer name) delivered to customer's office.

The transaction flow (Note connection to Fulfilment service for handsets and Sim cards above)

  - OCAL has supply agreements with local distributors (Samsung, Huawei, Vivo etc.)
  - Mobile network operator B2B / SME customer selects handset.
  - OCAL buys handset from local supplier

- OCAL fulfils handset inserting Sim card to handset, personalised collateral and memory card, handset delivered to customer's place of work. Components serial numbers, MSISDNs and ICCIDs scanned and tracked for inventory and billing.
- Network operator billed for the cost of handset and fulfilment (note fulfilment above)
- Handset service fee is handset plus a small margin but often nil to access the fulfilment fee.

- **Voucher Manufacture**

Manufacture vouchers or airtime top up cards for mobile network operators (airtime top up) or vouchers (gift) for retail outlets. Revenue is price of top up or voucher card multiplied by quantity and can vary with quantity.

- **Sales of Airtime Cards produced from Voucher Manufacture**

OCAL buys finished airtime cards from mobile network operator, these airtime cards have call and services capability loaded and can be sold to mobile network operator's distributor / dealer / end customer.

OCAL receives a fixed fee (percentage) for selling a card loaded with mobile network operator's services.

- **Variable Printing Production**

Equipment includes two Fuji Xerox D125

Key services will include:

- Invoice or statement management – layout, printing, storage
- Text books on-demand
- Other direct mail – marketing, promotions etc.
- Envelope insertion
- Customer delivery (Note connection to delivery service)